



Terms & Conditions

Effective 3 July 2026

This rolling agreement is made between the parent or legal guardian of each enrolled student and Evoke Performing Arts Academy and remains valid at all times while the student is enrolled, unless terminated in accordance with Section 6.

By enrolling a child at Evoke Performing Arts Academy, you agree to the following Terms and Conditions. Submission of an enrolment form, completion of registration through the portal, payment of fees, or attendance at classes constitutes acceptance of these Terms and Conditions.

For the purposes of these Terms and Conditions, "We", "Us" and "Our" refer to Evoke Performing Arts Academy. "You" and "Your" refer to the parent/guardian, student, visitor, website user, or any person engaging with our services. "Student" means the child enrolled in classes.

Evoke Performing Arts Academy provides performing arts tuition for children aged 6 to 16 years.

1. Amendment of *Terms*

We reserve the right to amend these Terms and Conditions at any time. Updated versions will be made available via our website or provided upon request. Continued enrolment or attendance following any amendment constitutes acceptance of the revised Terms and Conditions.

2. Limitation of *Liability*

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy under the Australian Consumer Law that cannot lawfully be excluded. Subject to that, and to the fullest extent permitted by law, Evoke Performing Arts Academy limits its liability for any loss, damage, or claim (including direct, indirect, or consequential loss) arising from or in connection with a student's participation in classes, rehearsals, performances, excursions, online classes, or related activities.

3. General *Policies*

Enrolment. Enrolment is completed via our online Portal and is required once per calendar year per student. Placement in classes is at the discretion of Evoke Performing Arts Academy, acting reasonably, and is based on age, experience, ability, and class availability.

How enrolment works. Enrolment is ongoing: once enrolled, a student carries over from term to term within the year, and you re-enrol once a year. Each term is invoiced on the continuing enrolment. Public enrolments are accepted automatically up to a class's capacity; if a class is full, your child is placed on the waitlist and we contact you when a place opens. Classes have age ranges, and a child who falls outside a class's age range for the year is asked to contact us so we can find the best fit. A \$40 administration and uniform fee applies once per student per calendar year, on the first enrolment that year.

Free Trials. Each child may book one free trial in the portal. The same medical, emergency contact and image-consent details are required for a trial as for enrolment, for duty of care. If a booked trial date is missed, a place cannot be guaranteed. If you choose to enrol after the trial, nothing needs to be re-entered: we only add a uniform t-shirt size and a start date, and the term fees become payable.

The Parent Portal. Enrolment, payments, invoices, your family's details, and your child's class information are managed securely through our proprietary online Parent Portal. You are responsible for maintaining the confidentiality of your portal login credentials and for keeping all emergency contact and student details current. Essential communications regarding scheduling, invoices, and safety will be issued via the portal and to your nominated email address.

Accounts and Data Lifecycle. If your family becomes inactive and you notify us that your child is not returning, your portal login access will be deactivated. To comply with our data minimisation obligations under Australian privacy laws, inactive user accounts are systematically archived and their access credentials purged after 12 months of zero activity. Historical business and financial records are retained securely for the minimum periods required under Australian tax and corporate law before being permanently and securely destroyed.

Attendance. Students are expected to attend classes punctually and consistently. If a class must be missed, notice should be provided as soon as possible via email to admin@evokeperformingarts.com.au or by contacting Evoke Performing Arts Academy via phone call/text.

Code of Conduct. Students are expected to behave respectfully toward teachers, staff, and fellow students. Disruptive, unsafe, or inappropriate behaviour may result in suspension or termination of enrolment without refund.

Preparedness and Uniform. Students must attend classes prepared with required materials (pencils, notebooks, scripts etc). While attending in person, students must wear the Evoke Performing Arts Academy uniform and appropriate, modest clothing suitable for movement.

Drop-Off and Pick-Up. Students must be dropped off and collected at the entrance to our classes/rehearsals. For child safety and attendance tracking purposes, Evoke Performing Arts Academy will maintain a sign-in and sign-out register at the entrance to all classes and rehearsals. A parent or authorised guardian is required to sign the student in upon arrival and sign the student out upon collection. Parents/guardians may nominate their child to self sign-in and sign-out, provided that written permission is submitted to Evoke Performing Arts Academy in advance. This permission must clearly state that the parent/guardian accepts responsibility for the student arriving and departing independently. Approval is at the discretion of Evoke Performing Arts Academy, acting reasonably.

Evoke Performing Arts Academy provides supervision during scheduled class or rehearsal times only. Our legal duty of care commences only once the student has been formally signed into the class register by an authorised person or via an approved self-sign-in, and terminates immediately upon the student being signed out. Evoke Performing Arts Academy does not assume supervision obligations for students outside these designated times, or outside the immediate classroom or venue floor (such as car parks, public toilets, or adjacent waiting areas); responsibility for supervision at those times and places rests primarily with the parent or guardian. Parents/guardians retain duty of care and supervision of their children before sign-in and after sign-out, including before the class start time and immediately following the class end time. Evoke Performing Arts Academy does not make arrangements for, nor accept responsibility for, how students travel to and from the venue unless participating in an officially organised excursion or event.

Late collection fees may apply as follows:

- More than 15 minutes late: \$25
- More than 30 minutes late: \$50

These fees represent a genuine pre-estimate of the additional staff labour and operational costs required to supervise your child past scheduled hours.

For the safety of all students and staff, doors will be securely locked to outside entry 15 minutes after the scheduled class start time (while emergency exits remain clear and operational at all times).

Communication. Primary communication is via email. Parents/guardians must ensure at least one regularly monitored email address is provided. Information may also be shared via our website and private social media groups.

Electronics. Electronic devices must be switched off or silenced during classes unless permitted by the teacher.

Prohibited Substances and Items. Alcohol, tobacco, drugs, and weapons are strictly prohibited.

Bullying and Harassment. Bullying or harassment of any kind will not be tolerated and may result in immediate dismissal without refund.

Medical and Individual Needs. We aim to accommodate individual needs where reasonably possible. Some circumstances may limit the support we can provide. Enrolment may be declined or discontinued if a student's needs exceed our capacity to safely support them. Where a student has asthma, anaphylaxis, epilepsy, diabetes or another significant medical condition, parents/guardians must provide current management or action plans and any required medication where applicable. Performing is inherently a physical activity. Directors/teachers will do their best to gauge student readiness to perform; students and their guardians are responsible for making sure proper rest, nutrition, and hydration have occurred before arriving.

Emergency Medical Treatment and Ambulance Authority. In the event of a medical emergency, illness, or injury involving a student (including but not limited to acute asthma or anaphylactic reactions), you explicitly authorise Evoke Performing Arts Academy staff to administer first aid in accordance with their training, and to seek urgent medical, hospital, or ambulance treatment as deemed reasonably necessary by our staff, acting in good faith and in accordance with their training. You agree to assume financial responsibility for, and indemnify Evoke Performing Arts Academy against, the costs, fees, and expenses reasonably incurred in connection with such medical treatment or transport, including emergency ambulance transport costs.

Medication and First Aid. Authorised staff may provide basic first aid where considered reasonably necessary. Medication will only be administered where: written authorisation has been provided by a parent/guardian; the medication is supplied in its original packaging and clearly labelled with the student's name and dosage instructions; and Evoke Performing Arts Academy agrees that administration can be reasonably accommodated. We reserve the right to decline administration of medication where instructions are unclear or where safe administration cannot reasonably be provided.

4. Teachers and *Substitutions*

Classes may be delivered by employees, independent contractors, relief teachers, guest teachers, or substitute teachers engaged by Evoke Performing Arts Academy. You acknowledge that enrolment is with Evoke Performing Arts Academy as a business and not with any individual teacher. The Academy reserves the right to substitute teachers at any time due to illness, leave (including maternity leave), or other operational requirements. No refunds or fee adjustments apply due to a change of teacher.

5. Fees and *Payment*

5a. Term Classes: Fees and Payments. Term fees are invoiced prior to the commencement of each term and must be paid in full at least 48 hours before the term begins. Fees are payable securely by card through our online portal, or by bank transfer. Term fees are non-transferable and payable regardless of attendance. Late payment fees and debt recovery processes apply as outlined on invoices. Evoke Performing Arts Academy reserves the right to cancel or change the timetable and pricing structure at any point in time.

5b. Term Classes: Discounts. Evoke Performing Arts Academy may apply a sibling discount where more than one child from the same family is enrolled concurrently. Evoke Performing Arts Academy may apply a multiple class discount where the same student is enrolled in more than one class concurrently.

5c. Term Classes: Late Fee Payment Charge. Where payment is not received at least 48 hours prior to the start of term, an administrative late payment fee of \$20 may be applied. Accounts remaining unpaid after reasonable reminders may be referred to a debt collection agency, and any associated debt recovery costs, commission fees, and legal expenses reasonably incurred on a full indemnity basis, to the extent permitted by law, will be payable by you.

5d. School Holiday Classes: Fees and Payments. School Holiday Class fees are due 24 hours prior to the scheduled class. Fees are non-transferable. Evoke Performing Arts Academy reserves the right to amend or cancel School Holiday Class timetables and pricing at any time.

5e. School Holiday Classes: Late Fee Payment Charge. Where payment is not received at least 24 hours prior to the scheduled School Holiday Class, an administrative late payment fee of \$20 may be applied. Accounts remaining unpaid after reasonable reminders may be referred to a debt collection agency, and any associated debt recovery costs, commission fees, and legal expenses reasonably incurred on a full indemnity basis, to the extent permitted by law, will be payable by you.

5f. Payment Arrangements. Fees are payable in full by the due date. If paying in full by the due date is difficult, contact us before the due date and we will try to agree a payment arrangement. Payment plans are at our discretion, acting reasonably, and must be requested and agreed in advance.

6. Cancellation *Policy*

Term Classes. A minimum of 6 weeks' written notice is required to terminate enrolment after a term has commenced. Fees remain payable during the notice period, regardless of attendance. Prior to the commencement of a term, refunds are only available where at least 7 days' written notice of withdrawal is provided. No refunds or make-up classes are offered for missed classes or cancellations beyond our control. Evoke Performing Arts Academy reserves the right to refuse or terminate enrolment where a student's behaviour poses a disciplinary issue or a risk to the safety or wellbeing of others. Bullying or unacceptable language will not be tolerated and may result in removal from the program without refund.

School Holiday Classes. A minimum of 48 hours' notice is required for cancellation. Refunds are not available without sufficient notice.

7. *Privacy*

We handle your personal information, and your child's health information, in accordance with our Privacy Policy and the Australian Privacy Act 1988. In summary: we collect only what we need to run our classes safely and manage your enrolment; your child's health and medical information is stored in Australia and is never shared with our invoicing, email or payment providers; and only teaching staff see medical notes. You can access or correct your information at any time. Our full Privacy Policy is available on our website and in the parent portal.

Our classes are for children aged 6 to 16, but our website, portal and forms are intended to be completed by a parent or guardian. We do not knowingly collect personal information directly from a child. If you believe a child has submitted their details to us without a parent's involvement, contact us at admin@evokeperformingarts.com.au and we will delete it. The personal and health information we do hold about a child is provided to us by their parent or guardian as part of enrolment.

Sensitive Health Data and Database Security. We collect sensitive health and medical data solely to ensure student safety and fulfil our operational duty of care. By providing this information, you grant express, specific consent for us to store and process this data. While we implement strict structural access controls (ensuring medical notes are strictly restricted to relevant teaching and administrative staff) and host our database infrastructure using secure, industry-standard cloud providers (including Supabase), you acknowledge that no digital transmission or storage system can be guaranteed 100% secure. We take reasonable steps to protect this information. To the maximum extent permitted by law, we are not liable for loss or harm caused by events beyond our reasonable control, such as a malicious third-party attack or a failure of a third-party platform, that occurs despite those reasonable steps. Nothing in this paragraph limits any liability that cannot lawfully be limited. Health information is retained only for as long as reasonably necessary for the purposes for which it was collected or as required by law, in line with our Privacy Policy.

8. Image Consent and *Release*

Personal information is handled in accordance with Australian privacy legislation. The online safety and privacy of our students is very important to us. From time to time, Evoke Performing Arts Academy may take photographs and/or video recordings of students during classes, rehearsals, performances, or academy events. These images may be used to promote our classes and performances and to celebrate student achievements.

Where images may be used:

- Evoke Performing Arts Academy's website
- Social media platforms including Facebook, Instagram and TikTok
- Printed or digital marketing materials such as flyers, posters, and programs

We will never include a student's full name or personal contact details alongside images.

Consent. By selecting "Yes, I consent", the parent/guardian of the enrolled child authorises Evoke Performing Arts Academy to use and reproduce photographs and/or video footage of their child for promotional and informational purposes. This consent is provided without compensation. All images and recordings remain the property of Evoke Performing Arts Academy.

Withdrawing consent. Consent may be withdrawn at any time in writing. Upon receipt of written notice, Evoke Performing Arts Academy will cease using new images of the student and will make reasonable efforts to remove existing images where practicable.

Questions or concerns. If you have any questions about image use or would like to withdraw consent, please contact us at admin@evokeperformingarts.com.au. If you do not consent, please select the "No Consent" option in the Image Consent and Release question during registration.

9. Risk Warning, Waiver, and Risk *Acknowledgement*

Statutory Risk Warning (Civil Liability Act 2002 (WA)). Participation in performing arts, drama, musical theatre, dance, and associated physical activities involves physical exertion and inherent physical risks. These risks include, but are not limited to: muscle strains, sprains, tears, fractures, joint injuries, vocal strain, slips, trips, falls, physical collisions with other participants, objects, or flooring surfaces, the use of props, costumes and stage equipment, travel to and from performances, and exhaustion or dehydration. These services are recreational services within the meaning of the Civil Liability Act 2002 (WA).

Risk Acknowledgement. By enrolling your child, you explicitly acknowledge that these physical risks are inherent to recreational performing arts activities. To the maximum extent permitted by law (including Section 5J of the Civil Liability Act 2002 (WA) and the Australian Consumer Law):

- You acknowledge and accept the inherent and obvious risks of personal injury, illness, or property damage sustained by the student arising out of or in connection with their participation in Evoke Performing Arts Academy classes, performances, and events.
- To the maximum extent permitted by law, you release Evoke Performing Arts Academy, its directors, employees, and contractors from liability for harm arising from the materialisation of the inherent or obvious risks of these recreational activities. This is not a release for harm caused by conduct that the law does not allow us to exclude liability for.

Nothing in this section excludes, restricts, or modifies any condition, warranty, right, or liability implied or protected by the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) where doing so would render this clause void or unlawful.

10. Online Classes and Force *Majeure*

In the event of government restrictions, venue unavailability, illness, or other circumstances beyond our control, classes may be delivered online or cancelled. Where a class cannot proceed, we may provide a credit toward future classes, reschedule the class, move the class online, or provide a refund, at our reasonable discretion, having regard to fairness and operational constraints.

II. Other *Terms*

Evoke Performing Arts Academy aims to deliver services as advertised but reserves the right to amend class programs, delivery methods, or schedules due to illness, venue closure, public health requirements, or other circumstances beyond our control. The Academy may refuse entry to any child displaying signs of infectious illness. Current policies and protocols are available on our website and parent portal. These Terms and Conditions, together with any policies referred to in them, constitute the entire agreement between you and Evoke Performing Arts Academy in relation to your child's enrolment.

12. Copyright, Trademark and Restrictions of *Use*

All content on Evoke Performing Arts Academy's website and in its materials, including but not limited to text, graphics, logos, layout, and design, is owned by or licensed to Evoke Performing Arts Academy and is protected by copyright and trademark laws. You may download or print extracts for personal, non-commercial use only, provided the Academy is acknowledged as the source. You must not reproduce, distribute, transmit, store, or commercially exploit any content without our prior written consent. Evoke Performing Arts Academy reserves the right to take action in the event of unauthorised use.

13. *Severability*

If any provision of these Terms and Conditions is found to be unlawful, void, or unenforceable under applicable law, that provision will be severed and the remaining provisions will continue in full force and effect. If any provision is found to be an unfair contract term under the Australian Consumer Law, it will not apply to the extent that it is unfair, and the remaining provisions will continue to apply.

14. Educational *Disclaimer*

All services, guidance, materials, and information provided by Evoke Performing Arts Academy are offered for educational purposes only. You acknowledge that any decisions made in reliance on such information are your responsibility. To the extent permitted by law, Evoke Performing Arts Academy is not liable for any loss, cost, or consequence arising from your use of our services or materials.

15. *Jurisdiction*

These Terms are governed by the laws of Western Australia. Any disputes resulting in litigation must be heard in Western Australian courts.

*For questions about these Terms and Conditions, please contact us at
admin@evokeperformingarts.com.au*