

**EVOKE PERFORMING ARTS ACADEMY**  
**ABN 55 936 767 411**

## **TERMS & CONDITIONS**

as of January 2025

This rolling agreement is made between the parent/guardian of each student and Evoke Performing Arts Academy and is valid at all times whilst the student is enrolled at the school and until such time as written notice (see section 5) is given. By enrolling your child at Evoke Performing Arts Academy, you accept the following terms and conditions of enrolment.

For the purposes of these terms and conditions, "Us", "Our" and "We" refers to Evoke Performing Arts Academy and "You" and "Your" refers to you, the parent/guardian, student, visitor, website user or person using our website.

### **1. Amendment of Terms**

- We reserve the right to change, modify, add, or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website, then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Evoke Performing Arts Academy's rights and obligations to each other.

## 2. Limitation of Liability

- I acknowledge and agree that Evoke Performing Arts Academy, to the fullest extent permitted by law, excludes all liability for any loss, damage (including direct, indirect, and consequential) or other claim arising from or in any way associated to the attendance of my child/children at Evoke Performing Arts Academy including but not limited to classes, performances, and excursions, including without limitation claims relating to personal injury, or the use and publication of photographs.

## 3. General Policies

- **Enrolment:** Enrolment via Google Forms will only need to be completed once per year (per student). Discretion to place a child(ren) in a class appropriate to their abilities remains with Evoke Performing Arts Academy.
- **Attendance:** Please no tardiness or unexcused absences. If a class has to be missed, please email [admin@evokeperformingarts.com.au](mailto:admin@evokeperformingarts.com.au) or call/text the main number 0458 587 680 ASAP when known.
- **Code of Conduct:** When in-person at Evoke Performing Arts Academy, we expect our students to learn and behave respectfully towards their teacher and other classmates/students.

**Preparedness:** All students are expected to come to class (and rehearsal when we are in performance mode) prepared. This means bringing all materials required for that class (pencils, notebooks, scripts, etc). While in-person at Evoke Performing Arts Academy, students should wear the Evoke Performing Arts Academy uniform and appropriate lower limb clothing that they can move in easily (i.e., tracky pants, yoga pants/tights/leggings, loosefitting shorts/clothing) and with modesty.

- **Drop Off/Pick Up:** For safety purposes, students must be dropped off and picked up at the entrance door to the Our Lady of Fatima Community Hall to avoid crossing any streets. Parking is available along the streets Foss St and Hammad St, near Our Lady of Fatima Primary School. Also note:
  - Evoke Performing Arts Academy does not make arrangements or bear responsibility for how students arrive or get picked up from our facility unless notice is received regarding an official class trip. It is you/your child's responsibility to arrange and supervise transportation, including students riding with other students.
  - PLEASE MAKE EVERY EFFORT TO BE ON TIME. If pick-up is more than 15 minutes late, a \$25 fee may be charged and invoiced; if more than 30 minutes late a \$50 fee may be charged and invoiced.

- Also note that doors will close and lock at 15 minutes after class starts for the safety of those in the building.
- **Communication:** The primary source of communication from Evoke Performing Arts Academy will be done via email. Please include at least one current, regularly monitored email address on all enrolment documents (preferably one for each guardian and each student, as available). Information can also be found on our website and Private Facebook Group.

Please make sure to keep up to date with classes, times, and any events.
- **Electronics:** Mobile phones, laptops, tablets, etc. should be turned off or on silent/vibrate during class/rehearsal unless expressly allowed by the teacher/director. If you need to contact a student during class time, please call Managing Director Kate Lloyd on 0458 587 680.
- **Alcohol/Tobacco/Drugs/Weapons:** Student and staff use is not permitted at Evoke Performing Arts Academy. Failure to abide will result in immediate dismissal.
- **Harassment/Bullying:** Mutual respect and open communication are foundations of our programming. Harassment will not be tolerated among students or staff and may lead to dismissal. Anyone who feels they have been subjected to disrespectful treatment should contact Managing Director Kate Lloyd.

**Accommodation/Individual Needs:** I understand that the needs of each child vary so decisions are made on a case-by-case basis and depend upon the level of support each individual child may require. We will always endeavour to provide as much support as possible for each individual child, however some circumstances may prevent us from providing consistent one-to-one support to a child.

- While we will always go above and beyond for our students, I understand that my child's enrolment may be rejected if they require special and specific needs that Evoke Performing Arts Academy are unable to provide.
- If a student has a medical issue that may affect participation, please contact Managing Director Kate Lloyd in advance.
- Medication may only be dispensed by staff upon receipt of a signed note and explicit instruction from a guardian. ○

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.

#### **4. Fees & Payment**

#### 4a. Term Classes: Fees & Payment

- Prior to the commencement of each term, the relevant term's invoice will be sent through to the primary contact, unless Evoke Performing Arts Academy has been informed of and agreed to a separate billing contact, by the primary contact.
- I understand that Term Fees are due 48 hours prior to the start of term and must be paid in full for each term in advance. I understand that if fees are not paid in advance, the student may be denied tuition at Evoke Performing Arts Academy. A term on average is 10 weeks in length. Payment is payable through bank transfer.
- If the student is under 18, the parent/guardian is responsible for the payment of the Term Fees.
- Term fees are non-transferable to other students
- Where a customer has been granted a weekly payment agreement, a full term's fees will remain payable even when a term varies in length.
- Where a sibling or multiple class discount is given, this will only stand where payment is received, in full, 48 hours before the start of term.
- Evoke Performing Arts Academy reserves the right to cancel or change the timetable and pricing structure at any point in time.

#### *4b. Term Classes: Discounts*

- Evoke Performing Arts Academy reserves the right to apply a sibling discount to your invoice(s) if you have more than one child currently enrolled in classes.
- Evoke Performing Arts Academy reserves the right to apply a Multiple class discount to your invoice(s) if you have a child(ren) currently enrolled in more than one class. Must be the same child currently enrolled in more than one class.

#### *4c. Term Classes: Late Fee Payment Charge*

- Where an invoice has been issued and payment is not received 48 hours before term starts, an administrative charge of \$20 may be added to your account. This is because chasing late payments takes up a considerable amount of time. To ensure people who pay promptly do not unfairly have to pay for this – we have introduced the late payment charge so that only late payers have to pay for the time it takes to chase their payment. We feel it is the fairest solution. Please pay promptly.
- Where failure to make payment on your account occurs, after reasonable reminders and requests for payment, our policy is to pass the debt to another agency to collect the debt on our behalf and you will incur further collection costs.

#### *4c. School Holiday Classes: Fees & Payments*

- I understand that School Holiday Class Fees are due 24 hours prior to the school holiday class and must be paid in full. I understand that if fees are not paid in advance, the student may be denied tuition at Evoke Performing Arts Academy. Payment is payable through bank transfer.
- If the student is under 18, the parent/guardian is responsible for the payment of the School Holiday Class Fees.
- School Holiday Class fees are non-transferable to other students
- Evoke Performing Arts Academy reserves the right to cancel or change the timetable and pricing structure at any point in time.

#### *4d. School Holiday Classes: Late Fee Payment Charge*

- Where an invoice has been issued and payment is not received 24 hours before the School Holiday Class starts, an administrative charge of \$20 may be added to your account. This is because chasing late payments takes up a considerable amount of time. To ensure people who pay promptly do not unfairly have to pay for this, we have introduced the late payment charge so that only late payers have to pay for the time it takes to chase their payment. We feel it is the fairest solution. Please pay promptly.
- Where failure to make payment on your account occurs, after reasonable reminders and requests for payment, our policy is to



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## **5. Cancellation Policy**

### *5a. Term Classes*

- Notice, in writing, of half a term (or 6 weeks) must be given if leaving Evoke Performing Arts Academy in order to terminate this agreement. Even if the student is unable to attend Evoke Performing Arts Academy until the completion of either notice periods, the fees remain due. Failure to provide written notice to [admin@evokeperformingarts.com.au](mailto:admin@evokeperformingarts.com.au) will mean that your fees for that term will remain due, despite a student's absence. Verbal communication with a teacher does not constitute serving notice.
- I acknowledge that refunds will only be given with 7 days cancellation notice, prior to the start of term.
- I accept that Evoke Performing Arts Academy reserves the right to refuse admission to any person that presents a disciplinary problem to staff (Evoke Performing Arts Academy or the general public) or a threat to the safety and wellbeing of other children. Unacceptable language or bullying will under no circumstances be tolerated and will result in the child being removed from the program with no refund.

- No refunds can be given for days when the student does not attend or for classes or dates that are cancelled due to events or circumstances beyond our control. There are no make-up classes available.
- In the event that a COVID-19 related mandatory shut-down (by the government or health officials) or sickness of teacher affects inperson classes, Evoke Performing Arts Academy will move to online classes via an online, live video software (such as but not limited to ZOOM). If this proves unfeasible and Evoke Performing Arts Academy has to cancel classes altogether, term fees will be refunded, minus an administrative \$50 fee.
- Please head to our website <https://evokeperformingarts.com.au> for our up-to-date policies and protocols regarding current COVID-19 rules and restrictions.

#### *5b. School Holiday Classes*

- If a student is unable to attend their enrolled School Holiday Class(es), notice must be provided at least 48 hours prior to the start of class. This can be via email to [admin@evokeperformingarts.com.au](mailto:admin@evokeperformingarts.com.au) or text/phone call to 0458 587 680.

- If a student is unable to attend their enrolled School Holiday Class(es) due to a positive COVID-19 test, the 48-hour notice period may be removed on a case-by-case basis.
- I acknowledge that refunds will only be given if 48 hours cancellation notice is provided, prior to the start of the School Holiday Class.
- I accept that Evoke Performing Arts Academy reserves the right to refuse admission to any person that presents a disciplinary problem to staff (Evoke Performing Arts Academy or the general public) or a threat to the safety and wellbeing of other children. Unacceptable language or bullying will under no circumstances be tolerated and will result in the child being removed from the program with no refund.
- No refunds can be given for days when the student does not attend or for classes or dates that are cancelled due to events or circumstances beyond our control. There are no make-up classes available.
- In the event that a COVID-19 related mandatory shut-down (by the government or health officials) or sickness of teacher affects in person School Holiday Classes, Evoke Performing Arts Academy may move to online classes via live online video software (such as but not limited to ZOOM). If this proves unfeasible and Evoke Performing Arts Academy has to cancel School Holiday Classes

altogether, School Holiday Class fees will be refunded, minus an administrative \$10 fee.

- Please head to our website <https://evokeperformingarts.com.au> for our up-to-date policies and protocols regarding current COVID-19 rules and restrictions.

### **Privacy Policy**

- Evoke Performing Arts Academy has prepared this privacy policy to explain the treatment of your personal information.
- Personal information means any information that may be used to identify an individual, including, but not limited to, a first and family name, a home or other physical address, an e-mail address or other contact information, whether at work or at home.
- You may choose whether or not to provide personal information to Evoke Performing Arts Academy. If you choose to have a relationship with Evoke Performing Arts Academy such as a contractual or other business relationship or partnership, we will naturally continue to contact you in connection with that business relationship. You may opt out of any email list or information provision by sending an email to [admin@evokeperformingarts.com.au](mailto:admin@evokeperformingarts.com.au) and 'Unsubscribe' in the subject line.
- If you choose to provide us with your personal information on the web, we may transfer that information, within Evoke Performing Arts

Academy or to Evoke Performing Arts Academy third-party service providers.

- I acknowledge that my personal information will be stored in accordance with current privacy legislation. Credit card details are not held by Evoke Performing Arts Academy.
- Wherever your personal information may be held within Evoke Performing Arts Academy or on its behalf, we intend to take reasonable and appropriate steps to protect the personal information that you share with us from unauthorised access or disclosure.
- If you wish to review, access, or modify any information you provided to Evoke Performing Arts Academy, please send us an email to [admin@evokeperformingarts.com.au](mailto:admin@evokeperformingarts.com.au). We will ensure your request is actioned.
- Third parties provide certain services available on Evoke Performing Arts Academy's website on Evoke Performing Arts Academy's behalf. Evoke Performing Arts Academy may provide information, including personal information that Evoke Performing Arts Academy collects online to third-party service providers to help us deliver our services. Service providers are also an important means by which Evoke Performing Arts Academy maintains its website and mailing lists. Evoke Performing Arts Academy will take reasonable steps to ensure that these third-party service providers are required to protect personal information on Evoke Performing

Academy's behalf.

- I consent to Evoke Performing Arts Academy, its officers, agents, employees, and proprietors to taking photographs, video, and digital recordings or any other visual or audio recordings of my child/children.
- I consent to Evoke Performing Arts Academy using photographs, video and digital recordings and using these in any medium, including the website, brochures or for marketing purposes. We never share identifying information alongside photographs.
- I consent to lifetime permission for Evoke Performing Arts Academy to use images (still and video) of the student in printed publicity and advertising materials (flyers, posters etc.), publicity materials online, on our website [www.evokeperformingarts.com.au](http://www.evokeperformingarts.com.au), and on social media (Facebook, Instagram, Twitter, Threads, TikTok etc) and in video recordings of our performances on our Youtube and Vimeo channels. In exceptional circumstances where the student may need to be excluded from publicity materials due to child protection issues, this must be put in writing to Evoke Performing Arts Academy to [admin@evokeperformingarts.com.au](mailto:admin@evokeperformingarts.com.au).
- Evoke Performing Arts Academy's website may attract children. Accordingly, information from children under 13 years of age may be collected. We are committed to ensuring that the individual privacy of each child is respected.

## **6. Injuries**

- By bringing your child/self to Evoke Performing Arts Academy you understand that there are risks of physical injury associated with the activity of dance and performing arts. As you recognise the risk of injury you knowingly and voluntarily waive all rights and causes of any kind, including but not limited to, injury and negligence while attending an Evoke Performing Arts Academy class/event. This includes all Evoke Performing Arts Academy staff, coaches, chaperones, volunteers, and any other affiliated entities. You hereby agree to release Evoke Performing Arts Academy and hold Evoke Performing Arts Academy harmless of all liability and you acknowledge that you knowingly and voluntarily assume full responsibility of all physical injury arising out of physical injury arising out of active participation in Evoke Performing Arts Academy activities. You have agreed to this release of liability freely and of your own free will.

## **7. Other Terms**

- Evoke Performing Arts Academy aims to provide the services advertised within the advertised term dates. We retain the right to change the advertised programme of classes in the event of illness or other circumstances beyond our control.

- Evoke Performing Arts Academy has the right to refuse entry to any child who is displaying signs of infectious diseases including but not limited to nits or COVID-19.
- Please head to our website <https://evokeperformingarts.com.au> for our up-to-date policies and protocols regarding current COVID-19 rules and restrictions.

## **8. Copyright, Trademark and Restrictions of Use**

- Evoke Performing Arts Academy's website contains material which is owned by or licensed to us. This material includes, however is not limited to, the layout, design, appearance, look and graphics. You are not permitted to reproduce any information, documents, or other materials on the website for the purposes of sale or the use by any third party.
- Evoke Performing Arts Academy expressly reserves all copyright and trademark in its website and in all documents and information on its website and reserves the right to take action against you if you breach any of these terms and conditions.
- Any reproduction or redistribution of part or all the contents in any form is prohibited other than the following: you may print or download to a local hard disk, extracts for your personal and noncommercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.



- You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system

## **9. Exclusion of Unenforceable Terms**

- Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## **10. Education**

- By using our services, you agree that Evoke Performing Arts Academy is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold Evoke Performing Arts Academy liable for any actions you take, nor can you hold us or any of our employees liable for any loss or costs

incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by Evoke Performing Arts Academy.

- All our information on both the website and in consultations is intended to assist you and Evoke Performing Arts Academy takes no responsibility for your actions, choices, or decisions.

## **11. Jurisdiction**

- This agreement between you and Evoke Performing Arts Academy is subject to the laws of Western Australia and Australia. If a dispute arises between Evoke Performing Arts Academy and you, that results in litigation, it must be submitted to the courts of Western Australia.