

EVOKE PERFORMING ARTS ACADEMY

ABN 55 936 767 411

TERMS & CONDITIONS

Effective 22 December 2025

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.

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.

Evoke Performing Arts Academy provides performing arts tuition for children aged 6 - 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

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.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy under Australian Consumer Law that cannot lawfully be excluded.

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 and is based on age, experience, ability, and class availability.

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 & 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 & 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.

Supervision is provided during scheduled class or rehearsal times only.

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. Responsibility for transport and supervision outside class times remains with the parent/guardian.

Late collection fees may apply as follows:

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

For the safety of all students and staff, doors will be locked 15 minutes after the scheduled class start time.

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 & Items

Alcohol, tobacco, drugs, and weapons are strictly prohibited.

Bullying & Harassment

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

Medical & 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.

Medication may only be administered with written instructions from a parent/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. Teachers & 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 & Payment

5a. Term Classes: Fees & 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 via 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 recovery costs will be payable by you.

5d. School Holiday Classes: Fees & 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 recovery costs will be payable by you.

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 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.

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.

Choice

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 and 'Unsubscribe' in the subject line.

Security

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.

Access/accuracy

If you wish to review access or modify any information you provided to Evoke Performing Arts Academy and are unable to do so within the parent portal, please send us an email to admin@evokeperforminarts.com.au. We will ensure your request is actioned.

Third-party services

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 on the web 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 Arts Academy's behalf.

Children's privacy

Evoke Performing Arts Academy's website may attract children. Accordingly, information from children under 18 years of age may be collected. We are committed to ensuring that the individual privacy of each child is respected.

Your consent

By using the Evoke Performing Arts Academy's website, you consent to the terms of our privacy policy and to Evoke Performing Arts Academy's processing of personal information for the purposes given above. Should the privacy policy change, we will give notice of such changes on the website. Continued use of the site following posting of changes means that you accept these changes.

If you have questions about our privacy practices, you can contact us at admin@evokeperformingarts.com.au

8. Image Consent & 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 & Release question during registration.

9. Injuries & Risk Acknowledgement

Participation in performing arts involves inherent physical risks. To the extent permitted by law, you acknowledge these risks and agree that Evoke Performing Arts Academy is not responsible for injuries sustained during participation, except where liability cannot lawfully be excluded.

10. Online Classes & 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 cancellation is unavoidable, refunds may be issued at our discretion minus an administrative fee.

11. 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.

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.

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.