

## UPDATED TERMS & CONDITIONS 2022

- The Rose Academy of Dance and Performing Arts Ltd will use reasonable care and skill when providing services, however there are specific risks of physical or property damage, losses, or injury that may result from participation with The Rose Academy of Dance and Performing Arts Ltd.
- The liability of The Rose Academy of Dance and Performing Arts Ltd to you and/or your child is limited to the maximum extent permitted by law and shall not, unless prohibited by law, exceed the fees actually paid by you.
- The Rose Academy of Dance and Performing Arts Ltd will collect personal information about you and/or your child. You have the right of access to this information and other rights under the Privacy Act 1993.
- **Classes are routinely video recorded with footage stored securely for a 7-day period for the purpose of practice and review of technique. Class footage is available by submitting an official request form. Class recordings will only be released to students enrolled in the class specified.**
- Where photographs and/or videos are taken of students in class, performances, or special events The Rose Academy of Dance and Performing Arts Ltd may use these images and/or recordings for promotional purposes, both digitally and in hard copy.
- The Rose Academy of Dance and Performing Arts Ltd, and/or its instructor(s) must give prior permission for any photographs or recordings in classes, performance, or special events. Where permission is granted, you may only photograph your child.
- The Rose Academy of Dance and Performing Arts Ltd owns the intellectual property and other rights in anything created in or for its classes, performances, and special events.
- There are restrictions on what content related to The Rose Academy of Dance and Performing Arts Ltd may be posted to social media; including but not limited to no choreography, no exam marks, no report cards, and no photographs of other students without their or their parent's consent.
- The Rose Academy of Dance and Performing Arts Ltd does not give credit and/or refunds for class(es) missed due to holiday, vacation, illness, weather, or other cause(s) beyond its control.
- Term fees are due in advance of each term. To be eligible for any discount\* term fees must be paid in full by the end of the first week of term. Any outstanding term fees not paid by the end of the second week of term may have a 10% penalty applied. Term fees are non-refundable. If term fees are not paid, we reserve the right to withhold students from exam sessions and productions, or to suspend the student's enrolment until the fees are paid.  
*\*see website for discount eligibility*
- **The Rose Academy of Dance and Performing Arts Ltd reserves the right to refer any account with money owing to a debt collection agency, where reasonable attempts to recover outstanding monies have been unsuccessful. Where accounts are referred for debt collection, all debt collection fees will be relayed to the account holder.**
- Students participating in exams, competitions, and productions will have some additional costs during the year. These include, but are not limited to exam fees, costumes, and private lessons where necessary.
- **The Rose Academy of Dance and Performing Arts Ltd operates as a vaccine mandated organisation following the New Zealand COVID-19 Protection Framework. Under Orange and Red conditions, all persons aged 12 years 3 months or over must be fully vaccinated and provide their individual vaccine pass to enter the premises.**

By signing this enrolment agreement with The Rose Academy of Dance and Performing Arts Limited, you confirm that you understand and accept the above terms and conditions of enrolment; you voluntarily assume the risks associated with your or your child's participation; and you authorise appropriate use of any media containing images of yourself and/or your child.

Printed name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_