

# EVOLVE

## PERFORMING ARTS

### Evolve Performing Arts

#### Terms and Conditions

By enrolling a Student at Backstage Dance Academy trading as Evolve Performing Arts ("Evolve", "Us", or "We"), the Parent/Guardian ("You") agrees to the following Terms and Conditions on behalf of the Student. Where the Student is a minor, the Parent/Guardian acknowledges full responsibility for compliance with these Terms and Conditions.

#### 1. Definitions

- a. *Evolve Performing Arts* or *Evolve* means Backstage Dance Academy Pty Ltd (ACN 606 977 673).
- b. *Fees* means any fees charged for the provision of Services, including those set out in the Welcome Pack, Information Pack, or otherwise communicated by Evolve.
- c. *Force Majeure Event* means acts, events, omissions or accidents beyond Evolve's reasonable control (strikes, industrial disputes, utility failures, acts of God, war, riot, civil commotion, fire, flood, storm, or default by third parties).
- d. *Personnel* includes any officer, employee, agent, teacher, contractor, sub-contractor, consultant, or volunteer of Evolve.
- e. *Policies and Procedures* means internal policies maintained by Evolve, which form part of this Agreement.
- f. *Privacy Policy* means the Evolve Privacy Policy, available at [www.evolveperformingarts.com](http://www.evolveperformingarts.com), as updated from time to time.
- g. *Premises* means the dance studio at 10/25-35 Cranbourne Road, Narre Warren, VIC 3805 or such other premises of Evolve from time to time.
- h. *Registration Form* means the online form completed to enrol a Student at Evolve.

- i. *Services* includes all programs, classes, workshops, rehearsals, performances, events, administrative functions, digital content, and related activities provided by Evolve.
- j. *Student* means the individual named on the Registration Form.
- k. *Website* means [www.evolve-melbourne.com](http://www.evolve-melbourne.com) or any other site notified by Evolve.

## **2. Enrolment and Commitment**

- a. Enrolment must be completed via the Evolve Parent Portal before a Student participates in any class.
- b. Enrolment is term-by-term within a calendar year; new enrolment is required at the start of each year.
- c. Parents/Guardians may request class changes in writing, subject to availability.
- d. A minimum term commitment applies (one full term) to secure a Student's spot. Mid-term or year enrolments will be calculated on a pro-rata basis; additional fees may apply for performances or costumes.
- e. Class placement is at the discretion of Evolve, based on availability, age, skill, behaviour, class composition and staff discretion.

## **3. Class and Event schedules**

- a. Classes and events are scheduled by Evolve, at their discretion.
- b. At any time, for any reason, Evolve may change, amend or cancel a class or event.
- c. Where a change or amendment to a class or event occurs, there will be no refunds or credits provided.
- d. Where a class or event is cancelled, a refund or credit will be provided, at the discretion of Evolve.

## **4. Payment of Tuition**

- a. Fees are payable via the Parent Portal approved payment method of direct debit from a credit card, or card with credit card functionality.
- b. Tuition is non-refundable unless legally required.

- c. Late payments may incur fees; Parents/Guardians must contact Evolve if unable to pay on time.
- d. Payment plans may be available (weekly) and must be applied for in writing, via email.
- e. Tuition cannot be rolled over to the next term or year.
- f. Failure to pay by the due date will result in enrolment suspension where the student(s) will not be able to attend classes until payment is received.
- g. Suspension of enrolment due to unpaid fees will last for a period of two (2) weeks maximum.
- h. Where fees are overdue beyond two (2) weeks, enrolment will be cancelled.
- i. Where enrolment is cancelled, no other fees will be refunded or credited, including, but not limited to, uniform, merchandise, locker hire or ticket purchase.

#### **5. Make-Up Classes and Public Holidays**

- a. Missed classes may be made up subject to availability during the same term.
- b. Make up classes are permitted at the pre-school level only.
- c. One make up class may be taken per term, maximum.
- d. No refunds or credits are provided for missed classes.
- e. Public holidays are excluded from the class schedule; tuition adjustments are built into fees.

#### **6. Cancellation and Withdrawal**

- a. Written notice is required to cancel or withdraw from classes during a calendar year.
- b. Failure to provide proper notice may result in additional tuition or performance/costume fees.
- c. No refunds or credits are provided after the term has commenced.

#### **7. Trial Classes**

- a. Students may attend a trial class.
- b. There is a maximum of one (1) trial class per class type.
- c. Trial classes are subject to availability, age, skill, behaviour, class composition and staff discretion.
- d. Trial costs are as outlined in the 2026 Information Packs.

## **8. Discounts**

- a. Multiple-class packages may apply.

## **9. Sale of Goods**

- a. Evolve sells goods, including uniforms and merchandise.
- b. This clause does not apply to costumes provided for performance and events.
- c. You may return goods for a refund if:
  - i. The item is in perfect condition, as determined by Evolve, and
  - ii. You provide proof of purchase.
- d. Refunds or returns for change of mind are only accepted under these conditions.
- e. Nothing in this clause affects your rights under Australian Consumer Law, including guarantees that goods are of acceptable quality, fit for purpose, or match their description.

## **10. Attendance and Participation**

- a. Students are expected to attend all scheduled classes and rehearsals.
- b. Absences must be communicated via the Parent Portal.
- c. Students must wear the correct uniform and arrive on time.
- d. Students may not be permitted to participate or join their class where the required uniform is not worn. In this event, no refund or credit will be given.
- e. Participation in Evolution programs or auditioned groups requires attendance at all scheduled sessions and may be withdrawn where absences occur. See additional policy.

## **11. Performance, Concerts, Competitions, and Costume Fees**

- a. Participation in performances, concerts, examination, showcases, musicals, competitions, assessments, workshops, excursions may incur additional fees.
- b. Showcase costumes costs are incurred by the parent.
- c. Where costumes are hired, parents will incur a hire fee.
- d. Where hire costumes are not returned in reasonable condition, the full cost of the costume will be incurred by the parent. The amount owing is at the discretion of Evolve.
- e. Parents/Guardians are responsible for footwear, tights, hair, makeup, and additional costume items.
- f. Where a student does not participate in a performance or event, for any reason, costume and related fees are non-refundable or credited.
- g. Costume suitability is determined by Evolve. Replacements will be organised at Evolve's discretion.

## **12. Performance Liability**

- a. Evolve provides opportunities for students to participate in performances, competitions, and events. Parents/Guardians acknowledge and accept that:
  - i. Participation in performances may involve physical activity, stage props, costumes, and rehearsals, which carry inherent risks.
  - ii. Evolve does not guarantee any specific performance outcome, including role, placement, awards, or audience reception.
  - iii. Evolve is not responsible for lost, damaged, or stolen personal property during performances or rehearsals.
  - iv. Parents/Guardians indemnify Evolve against any claim arising from a Student's participation in performances, except where caused by Evolve's gross negligence or willful misconduct.

## **13. Studio Rules and Conduct**

- a. Students, Parents/Guardians, and family members must act respectfully, follow instructions, and adhere to Evolve policies.

- b. Poor behaviour, including bullying, harassment, inappropriate language, or disruptive conduct, may result in suspension or termination of enrolment, at the discretion of Evolve.
- c. Parents/Guardians will be notified of serious behavioural incidents, but Evolve reserves the right to make immediate decisions to maintain the safety and integrity of the studio environment.
- d. Participation in classes, rehearsals, performances, or events may be withdrawn for Students exhibiting ongoing behavioural issues.
- e. All complaints regarding behaviour will be investigated confidentially, and decisions made by Evolve are final.

#### **14. Dress Code**

- a. Hair must be tied up, buns for all Ballet classes.
- b. No jewellery to be worn, outside of small stud earrings.
- c. Uniform must be worn. Where a student does not wear the required uniform, they will not be permitted to attend or participate in class. In this event, no refund or credit will be given.
- d. Appropriate footwear required; no socks in place of shoes.

#### **15. Media, Marketing, and Social Media**

- a. Parents/Guardians consent to Evolve using photos/videos for marketing.
- b. Students and families must not post on social media on behalf of Evolve without approval.
- c. Devices may not be used during classes, events, or performances unless approved.

#### **16. Observation and Parent Days**

- a. Classes cannot be observed regularly.
- b. Viewing windows are available to maintain an open door policy.
- c. Where a parent, guardian or other person causes distraction or disruption via a viewing window, this person will be asked to leave the waiting area.

- d. Photography and filming of classes is strictly prohibited.
- e. Parent viewing days are allocated at times throughout the year.
- f. Parents are not permitted to photograph or film during approved parent viewing sessions, unless given permission by Evolve to do so.

## **17. Safety, Health, and Insurance**

- a. Parents/Guardians must notify Evolve via email of pre-existing injuries or medical conditions that may affect the student time at Evolve or associated events.
- b. First aid is available; ambulance may be called in emergencies.
- c. Unwell Students must stay home.
- d. Injured students may observe class, with permission from Evolve.
- e. Where an injury occurs at Evolve, or an associated event:
  - i. An allocated First Aid staff member will assess the injury
  - ii. An incident report form will be completed
  - iii. The parent will be contacted

## **18. Accessibility and Inclusivity**

- a. Evolve welcomes all genders, backgrounds, neurodiverse, and neurotypical students.

## **19. Car Park and Studio Safety**

- a. Car parking signs must be adhered to at all times.
- b. As an exception to the above, pre-school classes during weekdays, Monday to Friday, during school hours, may park in the 2 minute drop off zone, for the duration of the class time.
- c. Students must be picked up promptly after class.
- d. In the event, the studio closes for the day and a student has not been collected by a parent/guardian or other person, the parent/guardian who is registered on the students portal/account will be charged at the private lesson rate for the time of closure, until the student is collected where an Evolve staff member had to

wait on site with the student. A staff member must wait to provide a duty of care to the student.

- e. Students who are regularly collected by a parent, after studio closure time, may have their enrolment terminated, at the discretion of Evolve.
- f. Students must not be dropped off earlier than fifteen (15) minutes prior to class.

## **20. Intellectual Property**

- a. Evolve owns all choreography, creative works, photos, and recordings taken for classes and events.

## **21. Loss, Damage, and Liability**

- a. Evolve is not responsible for lost or damaged personal property.
- b. Students attend at their own risk.
- c. Parents/Guardians indemnify Evolve against claims arising from Student participation, except for gross negligence.

## **22. Force Majeure**

- a. Evolve is not liable for delays or non-performance due to a Force Majeure Event.
- b. Where a Force Majeure event occurs, refunds and credits will be given at the discretion of Evolve.

## **23. Communication**

- a. By enrolling, Parents/Guardians consent to communications via email, SMS, and Parent Portal.

## **24. Dispute Resolution and Complaints**

- a. Complaints should be raised promptly and respectfully.
- b. Evolve will address complaints confidentially and in a timely manner.
- c. Formal complaints must be submitted in writing via email.

## **25. General**



- a. Evolve may refuse or discontinue services at its sole discretion to protect safety and integrity.
- b. These Terms prevail over any conflicting documents.
- c. Governed by the laws of Victoria, with courts of Victoria having jurisdiction.
- d. If any part is unenforceable, it will be severed without affecting the remainder.
- e. This Agreement replaces all previous agreements.

## **26. Acceptance**

- a. By clicking "Yes" on the Registration Form, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.