Part Time Enrolment Terms and Conditions

Petites | Young Performers | Performance Training Program

Important Information	
Your Enrolment	Ongoing until you cancel. Payments recur automatically in accordance with the payment schedule for your Program.
To cancel	Submit the Cancellation Form at least 14 days before your next scheduled payment date.
Cancellation Form	https://brentstreet.com.au/form/2027-part-time-cancellation-survey/
Need help?	enrolments@brentstreet.com.au or (02) 8323 6666
Money Back Guarantee	New Enrolments are covered by our 7-Day Money Back Guarantee - see section 4 for details.
Fee changes	We will give you at least 30 days' written notice of any increase in Tuition Fees. You can cancel before the increase takes effect, following the standard 14 day Cancellation Policy.
Photos and video	We photograph and film classes, rehearsals, performances and events, and use these images to promote Brent Street, including on our website and social media.

1 About These Terms

Welcome to Brent Street. We are excited to have your family join our community.
Brent Street Pty Ltd (ABN 31 123 481 596) operates from Building 101, Entertainment Quarter, 122 Lang Road, Moore Park NSW 2021. When we refer to “Brent Street”, “we”, “us” or “our”, we mean Brent Street Pty Ltd.
These terms and conditions apply to our part-time Programs:

- Petites (ages 2-6);
- Young Performers (ages 7-18); and
- Performance Training Program (ages 7-18).

The Parent or Guardian who enrols the Student is the person entering into this Agreement, including if the Student is or turns 18 during the Enrolment. When we say “you” or “your”, we mean that Parent or Guardian. The Student is not a party to this Agreement, but you must make sure the Student follows these terms.
By enrolling a Student, you confirm that you have the authority to enrol the Student, to accept these terms on their behalf, to provide the information and consents required by the Enrolment process (including Health Information and payment authorisation), and to receive notices on the Student’s behalf.
You must notify us of any relevant restriction on your authority, including any arrangement that affects the Student’s care, collection or Enrolment.
Your Agreement with us is made up of these terms and conditions together with the Info Pack for the relevant Program. The Info Pack sets out Program-specific details such as class descriptions, timetables and fees. Where there is any inconsistency, these terms and conditions prevail. The Info Pack can be updated at any point in time. Section 3 explains how we notify you of updates and your right to cancel if you do not wish to continue.

Term	Meaning
Additional Costs	Costs associated with your Program beyond Tuition Fees, such as any enrolment fee, costumes, concert packs, rehearsal fees, competition fees and other Program-specific charges.
Agreement	These terms and conditions together with the Info Pack for the relevant Program.
Australian Consumer Law (ACL)	Schedule 2 to the Competition and Consumer Act 2010 (Cth).
Billing Period	The recurring payment period applicable to your Program, as set out in the Info Pack (for example, per term or per fortnight).
Cancellation Form	The online cancellation form available at https://brentstreet.com.au/form/2027-part-time-cancellation-survey/, or any replacement form we notify you of.
Commencement Date	The date on which the Student's first scheduled class takes place, as set out in your Enrolment Confirmation.
Consumer Guarantees	The Consumer Guarantees applying to services under Part 3-2, Division 1 of the ACL.
Current Paid Period	The Billing Period for which you have most recently paid, including any period during which the Student is entitled to continue attending after a cancellation or termination.
Enrolment	A Student's ongoing place in a Program under this Agreement, which continues automatically from one Billing Period to the next (term by term and year on year) until it is cancelled, completed or terminated.
Enrolment Confirmation	The written confirmation we send you after you complete the Enrolment process, setting out key details such as the Student's name, Program, classes and Commencement Date. It will include a copy of these terms and conditions and the Info Pack, which will include your fees and payment schedule.
Health Information	Health information, including information about health, disability, injuries, allergies, medication, health services and support needs.
Info Pack	The information pack for the relevant Program, as updated from time to time in accordance with these terms.
Parent or Guardian	A parent, legal guardian or other person lawfully authorised to act for a Student.
Payer	A person who pays, or is responsible for paying, for a Student's Enrolment. A Payer may be a Parent or Guardian, the Student (if aged 18 or over) or another person.
Payment Method	The debit or credit card you nominate through the Payment Platform.
Payment Platform	The third-party payment processing service we use to collect and process payments.

Term	Meaning
Privacy Policy	Our Privacy Statement and Privacy Policy, as available on our website and provided to you before Enrolment.
Program	The Petites, Young Performers or Performance Training Program in which the Student is enrolled.
Student	The child or young person enrolled in a Program.
Tuition Fees	The fees for the Student's Program as set out in the Info Pack. We may change Tuition Fees by giving you at least 30 days' written notice.

2 Enrolling

To enrol, a Parent or Guardian must complete our online Enrolment form, accept these terms and conditions and provide a valid Payment Method. We will provide you with an Enrolment Confirmation.
Your Enrolment Confirmation will include key details such as the Student's name, Program, classes and Commencement Date. These details are provided for your information - the contractual terms governing your Enrolment are set out in these terms and conditions and the Info Pack, which will include your fees and payment schedule.
Eligibility for each Program is determined by the Student's birth year for the relevant teaching year. All Enrolments are subject to availability and any applicable placement requirements.
Enrolment does not guarantee any particular casting, performance opportunity, progression, assessment or exam result, competition placement, audition outcome or career outcome.

3 How Your Enrolment Continues

Your Enrolment is ongoing. It continues automatically from one Billing Period to the next, including across terms and calendar years, until it is cancelled or terminated in accordance with these terms. There is no fixed annual commitment and no need to re-enrol each year.
Your Enrolment will continue until you cancel, the Student graduates from the Program, the Student reaches the end of Program eligibility, or we end it under section 8.
Each year, we will send you the Info Pack for the following year. It sets out the term dates, payment dates, timetable and Tuition Fees. We will send it at least 30 days before any change to Tuition Fees, payment dates or the Student's class days or times takes effect. If you do not wish to continue on the updated terms, you may cancel under the standard cancellation terms in section 6 before the change takes effect. If you do not cancel, the updated Info Pack takes effect for that calendar year.
We may update the Info Pack during the year and we will email you about any update that affects the Student.

4 7-Day Money Back Guarantee

All New Enrolments at Brent Street are covered by our 7-Day Money Back Guarantee, giving you peace of mind when getting started. An Enrolment is a "New Enrolment" if it is the Student's first Enrolment at Brent Street, or if the Student has not been enrolled in any Brent Street part-time Program in the 12 months before the Commencement Date.
If you decide not to continue, simply submit our Cancellation Form within 7 days of your Commencement Date. If we receive the form within this period, your Enrolment will be cancelled and we will refund all fees you have paid, other than any Additional Costs incurred.
To submit a cancellation during the guarantee period, please use our Cancellation Form:
Cancellation Form

Please note that fees are payable from the outset. If you do not cancel within the 7-day period, the standard cancellation policy in section 6 applies.

5 Fees and Payments

Tuition Fees

Tuition Fees for your Program are set out in the Info Pack. All prices are in Australian dollars and are inclusive of GST where applicable. We do not charge card surcharges.

Additional and optional costs

From time to time there may be Additional Costs associated with your Program - for example, costumes, concert packs, rehearsals and other Program-specific charges.
Additional Costs listed in the Info Pack are covered by your payment authority (see "How payments work" below) and we do not need your further agreement before charging them. If we need to charge an Additional Cost that is not listed in the Info Pack, we will give you at least 14 days' written notice of the amount and the charge date.
If you do not agree to an Additional Cost notified to you under the paragraph above, you must tell us in writing before the charge date. If you do, the Student may not be able to take part in that activity.
Some items may be available as optional purchases. These are entirely voluntary and will only be charged with your separate approval.
Except under the 7-Day Money Back Guarantee in section 4, we do not give refunds for change of mind on any fees or purchases. This does not affect your rights under the Australian Consumer Law, including the Consumer Guarantees that apply to goods we supply, such as costumes and merchandise.

How payments work

Payments are processed through our third-party Payment Platform using the card you nominate. By providing your payment details, you authorise us to charge recurring payments in accordance with these terms. Your payment authority covers:

- Tuition Fees as disclosed in the Info Pack;
- Additional Costs listed in the Info Pack, and any other Additional Costs notified to you under this section; and
- optional purchases you have approved.

Your payment authority remains in place until your Enrolment is cancelled or terminated.
Where a Payer other than you provides the Payment Method, that Payer authorises payments on the same basis as set out above. You remain responsible for ensuring fees are paid regardless of who provides the Payment Method.

Keeping your Payment Method current

Please keep your Payment Method up to date and ensure sufficient funds are available on each payment date.
You must give us card details only through the payment section of the Enrolment form or the Change of Details Form. Please do not send card details by email or give them to us by phone. We do not accept cash, cheques, bank transfers or direct debits from a bank account.

If a payment fails

If a payment fails, we will let you know and give you at least 7 days to make the payment. Payment may be re-processed at any point in time, including within the 7 days, until approved. We may charge a failed-payment fee equal to the fee our Payment Platform charges us for the failed payment. We do not add any margin to this fee. If a Payer's card was used, we may charge the fee to that card.
If payment remains outstanding after this period, we may suspend the Student's attendance on written notice.

If the matter remains unresolved, we may terminate the Enrolment and refer the outstanding amount for recovery.

6 Cancelling Your Enrolment

How to cancel

Please use the Cancellation Form to cancel your Enrolment.
If the form is unavailable or you need assistance, contact us at enrolments@brentstreet.com.au or (02) 8323 6666 and we will help you submit your cancellation.
We will send you a confirmation of receipt and the date your Enrolment will end.
Cancellation Form

Standard cancellation

To avoid being charged for the next Billing Period, please submit the Cancellation Form at least 14 days before your next scheduled payment date.
If we receive your cancellation at least 14 days before the next payment, no further payments will be taken and the Student may continue attending until the end of the Current Paid Period.
If we receive your cancellation less than 14 days before the next scheduled payment, that payment may still be processed. The Student may continue attending until the end of that paid period.
Except as set out in these terms or required by law, any refund outside the guarantee period is at our discretion.

When you can cancel without notice or charge

You may cancel your Enrolment immediately and without charge if:

- your cancellation falls within the 7-Day Money Back Guarantee period; or
- we discontinue a class in which the Student is enrolled. If this happens and no suitable alternative class is available, we will refund any Tuition Fees you have paid for classes that will not proceed after the discontinued class ends.

Your Consumer Guarantee rights Nothing in these terms limits your rights under the Australian Consumer Law, including your right to a refund for a major failure in the provision of services.

7 Changes by Brent Street

Operational changes

We may make reasonable operational changes to classes from time to time - for example, changes to teachers, studios, class content or groupings within a class level. We do not need to give you notice of these changes.

Fee and timetable changes

We will give you at least 30 days' written notice before any increase in Tuition Fees. Fee increases apply only to future Billing Periods, not to any period you have already paid for. If you do not wish to continue at the new fee, you may cancel under the standard cancellation terms in section 6 before the increase takes effect.
If we need to permanently change the day or time of the Student's regular class during the year, we will give you at least 30 days' written notice. If you do not wish to continue after the change, you may cancel under the standard cancellation terms in section 6. One-off or temporary changes, for example for rehearsal or venue issue, are operational changes and do not need notice, compensation or make-up classes.

Cancelled or shortened classes

Tuition Fees are charged for the Program described in the Info Pack for each term or Billing Period. They are not a price per class. We do not give refunds or credits for individual cancelled or shortened classes. This does not limit your rights under the Australian Consumer Law (see section 14).

Force majeure

If an event beyond our reasonable control disrupts classes - for example, a pandemic, natural disaster or government order, we will tell you what is happening and take reasonable steps to minimise the impact, which may include rescheduling classes or delivering them online.

Program discontinuation

If we permanently discontinue a Program, we will give you at least 30 days' notice where practicable. If we do so, we will refund any Tuition Fees you have paid for classes that will not proceed after the Program ends.

8 Behaviour and Termination by Brent Street

Students, Parents or Guardians, Payers and visitors must treat others with respect and courtesy. Bullying, harassment, discrimination, threats, intimidation, violence, unsafe behaviour and abusive communications directed at Students, families, staff or visitors will not be tolerated.
If a Student's or a Parent or Guardian's behaviour amounts to a serious breach of these terms or puts others at risk, we may suspend or terminate the Student's Enrolment without notice. We may, at our discretion, discuss our concerns with you before taking action.
Where there is a serious and immediate safety risk, we may take action straight away to protect Students and staff.
Tuition Fees remain payable while a Student is suspended.
If we terminate an Enrolment under this section, we do not refund Tuition Fees already paid for the current Billing Period.

Ending an Enrolment on notice

We may end an Enrolment for any reason by giving you at least 14 days' written notice. We do not have to give a reason. If we do this, we will refund any Tuition Fees you have paid for classes after the end date.

9 Changing Your Classes

Please use the Change of Details Form at https://brentstreet.com.au/form/2027-change-of-details-form/ to change the Student's classes. If the form is unavailable or you need assistance, contact us at enrolments@brentstreet.com.au or (02) 8323 6666 and we will help you submit your change. Additional or different classes are subject to availability.

If a class change increases your Tuition Fees, the fees for the new classes are those set out in the Info Pack, which may be charged pro-rata subject to the date of the request, on or before the next payment date outlined in the Info Pack.

A reduction in classes is treated as a partial cancellation and is subject to the notice requirements in section 6. Any payment that falls due within 14 days after we receive your Change of Details Form will be processed at your current rate. We do not refund or pro-rate that payment.

10 Attending Classes

Students must arrive on time and be ready to participate in their scheduled class. All Students are expected to follow safety instructions given by teachers and staff, and to treat fellow Students, teachers and visitors with respect and courtesy.

Supervision and collection

For Students under 18, you must comply with the supervision and collection arrangements set out in the Info Pack. Students must be dropped off and collected at the times specified. Brent Street is not responsible for supervising Students outside scheduled class times unless otherwise agreed in writing.

Health and support needs

You must notify us before Enrolment, or as soon as you become aware, of any health condition, disability, allergy or support need that may affect your child's safe participation in classes. This helps us take reasonable steps to support your child and keep all Students safe.

Parent accuracy

You represent that the information you provide at Enrolment, including health, medical and emergency contact information, is accurate and complete to the best of your knowledge. You agree to notify us promptly if any of this information changes.
Health and emergency information is handled in accordance with our Privacy Policy and the privacy laws. Please refer to the Privacy Policy for details on how we collect, use and disclose this information.

Missed classes

We do not offer make-up classes for missed sessions. Fees remain payable for any class your child does not attend, unless this Agreement specifically provides otherwise.
If your child will be absent from a scheduled class, please let us know in advance where possible. This helps us manage class safety and attendance.
Some Programs have attendance requirements, for example for rehearsals and performances. These are set out in the Info Pack. If the Student does not meet them, we may decide that the Student cannot take part in a particular program, performance, competition or event.

Emergencies

If a Student is injured or becomes unwell during a class, we may arrange first aid and, where we reasonably consider it necessary, contact your nominated emergency contacts or call emergency services. By enrolling, you authorise us to take these steps.
You are responsible for reasonable external emergency costs incurred for the Student, such as ambulance fees, except to the extent caused by our negligence, breach or other legal responsibility.

11 Photography and Filming

We may photograph and film Students as part of our Programs. We use these images in the three ways set out below. Our Privacy Policy explains how we handle photos and filming.

Program records (part of every Enrolment)

We may photograph and film classes and rehearsals for teaching, feedback, assessment, safety and incident records, and to share privately with the Student’s family or class through our parent communication channels. We may also use them for promotional purposes, as set out below.

Performance recordings (part of performing)

We, or a photographer or videographer we engage, photograph and film our concerts, showcases, competitions and events, including end-of-year concerts. We may supply or sell these recordings to the families of performers in that event, and we keep them in our archive. Appearing in these recordings is a condition of performing in our events. If you have a concern, please tell us before the event so we can discuss it with you.

Promotional use

By enrolling the Student, you agree that we may use photos and video of the Student taken in classes, rehearsals, performances and events to promote Brent Street, including on our website, social media channels, printed material and advertising.
If you have a safety, legal or welfare concern about images of the Student being used for promotional purposes, please contact us before enrolling or as soon as the concern arises. We will consider the request and may agree to limit promotional use of the Student's images where appropriate.
We own the copyright in the images we create. No royalty or fee is payable for our use of them.

12 Intellectual Property

Teaching materials, choreography and course content provided by Brent Street remain the property of Brent Street or the relevant rights-holder. You may use materials provided to you for participation and personal practice only.
Commercial reproduction or distribution of any teaching materials requires Brent Street's prior written permission.
Recording a class or rehearsal, whether by audio, video or photograph, requires Brent Street's prior consent. You and the Student must obtain appropriate permission before recording or publishing any identifiable image of another Student. At concerts and events, you must follow the recording rules we announce.
No rights in the Student's own original work, name, image or performance are transferred to Brent Street under this Agreement.

13 When a Student Turns 18

If the Student turns 18 during the Enrolment, this Agreement continues with you on the same terms and you remain responsible for fees unless you contact us to request otherwise.

14 Your Consumer Rights

Nothing in this Agreement excludes, restricts or modifies any Consumer Guarantee under the Australian Consumer Law (ACL) that cannot lawfully be excluded, restricted or modified.
Our services come with guarantees that cannot be excluded under the ACL. We will provide our services with due care and skill and within a reasonable time. If we fail to meet a Consumer Guarantee:

- **For a major failure** - you have the right to cancel the affected services and receive a refund for any services paid for but not received, as required by law.
- **For a failure that is not major** - you have the right to have the issue remedied within a reasonable time.
- You are also entitled to compensation for any loss or damage that was reasonably foreseeable as a result of the failure.

Risk warning

Dance, acrobatics, singing, performance and related training are physical activities and carry a risk of injury, from minor injuries such as strains and sprains to more serious injuries such as fractures or head injuries. We will take reasonable care to provide a safe environment and qualified instruction.
By enrolling your child, you acknowledge that you have been given this risk warning. For Students under 18, this warning is given to the Parent or Guardian. Section 15 explains how our liability is limited.

15 Limitation of Liability

To the extent permitted by law, Brent Street's total liability to you under or in connection with this Agreement, whether in contract, negligence or otherwise, is limited to the Tuition Fees for the term in which the event giving rise to the claim occurred.

This limit does not apply to liability for death, personal injury or illness, which is dealt with below.
To the extent permitted by law, we are not liable for any indirect or consequential loss arising under or in connection with this Agreement, including loss of opportunity (for example, a missed audition, competition or performance) or travel and accommodation costs.

Injury

To the extent permitted by law, the Student takes part in our classes, rehearsals and performances at their own risk, and we are not liable for death, personal injury or illness arising from the Student's participation, including where it is caused by our negligence.
Nothing in this section excludes or limits liability for fraud, wilful misconduct or reckless conduct, or any other liability that cannot be excluded or limited by law, including your rights under the Consumer Guarantees.

16 Privacy

We handle personal information in accordance with our Privacy Policy, which is available on our website and is provided to you before Enrolment.
By enrolling, you acknowledge that Brent Street collects, uses and discloses personal information as described in the Privacy Policy. Any specific consents we need, for example for marketing or Health Information, are obtained through the Enrolment process and as described in the Privacy Policy. Promotional use of photos and video is part of every Enrolment (see section 11).
Please refer to the Privacy Policy for full details on how we collect, store and manage your information.
We will send you marketing communications, for example about holiday programs, workshops and events. You may unsubscribe at any time. We will still send you service messages about the Student's Enrolment, classes, payments and safety.

17 Complaints

If you have a concern or complaint, please refer to our Complaints and Appeals Policy, which explains how we handle complaints and who to contact, available here; Complaints and Appeals Policy.

We will acknowledge your complaint promptly and assess it fairly. If you are not satisfied with the outcome, you may request a review by a senior manager.

18 General

Notices

Any notice under this Agreement must be in writing and sent to the email address nominated by the receiving party. A notice sent by email is taken to be received when the sender's email system records delivery.
You may accept these terms, submit forms and receive notices electronically. Withdrawing your consent to electronic communications may affect your Enrolment status and does not cancel your payment obligations.

Governing law

This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

Assignment

Neither party may transfer or assign their rights or obligations under this Agreement without the prior written consent of the other party.

Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed and the remaining terms will continue in full force.

Waiver

A delay or failure by either party to exercise a right under this Agreement does not constitute a waiver of that right.

Survival

The provisions of this Agreement relating to fees accrued before termination, limitation of liability, photography and filming, intellectual property, Enrolment information accuracy, privacy, consumer rights and complaints survive the termination or expiry of this Agreement.

Entire agreement

This Agreement, together with the Info Pack, represents the entire Agreement between you and Brent Street regarding your Enrolment. It supersedes all earlier Enrolment terms, whether written or verbal.

Amendment and variation

We may update these terms and conditions from time to time. If we make a change to these terms that is materially adverse to you, we will give you at least 30 days' written notice before the change takes effect. The notice will explain the change and its effective date. If you do not agree with the change, you may cancel your Enrolment before it takes effect within the cancellation notice period as per Section 6.

Contact Details

Brent Street Pty Ltd
ABN 31 123 481 596
Building 101, Entertainment Quarter, 122 Lang Road, Moore Park NSW 2021
Email: enrolments@brentstreet.com.au
Telephone: (02) 8323 6666
Website: www.brentstreet.com.au
Cancellation Form: https://brentstreet.com.au/form/2027-part-time-cancellation-survey/