



SCHOOL OF
**MUSIC
 DANCE
 DRAMA**
 PERFORMING ARTS
 HEADQUARTERS

PERFORMING ARTS HEADQUARTERS
 IMPRESARIO THEATRE
 P.O. Box 670
 BACCHUS MARSH
 VICTORIA 3340
 Ph: (03) 5367 6864
 ABN: 68 116 047 566
 Email: info@pahq.com.au
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2015 NEW STUDENT ENROLMENT FORM

	Student 1	Student 2	Student 3
First Name:
Surname:
Student's Age: (eg; 12 years old Adult ) .....	.....	.....	.....
MUSIC - Complete This Shaded Area for SCHOOL & AFTERSCHOOL MUSIC Students ONLY. Not for DANCE or DRAMA Students.			
WHICH INSTRUMENT? For Example: Acoustic Guitar	.....	.....	.....
DO YOU NEED TO HIRE AN INSTRUMENT?	Yes / No	Yes / No	Yes / No
WHICH LESSON FORMAT DO YOU PREFER?	Individual / Shared / Group <small>Group Lesson Format Only Available for Piano/Keyboard, Guitar & Singing</small>	Individual / Shared / Group <small>Group Lesson Format Only Available for Piano/Keyboard, Guitar & Singing</small>	Individual / Shared / Group <small>Group Lesson Format Only Available for Piano/Keyboard, Guitar & Singing</small>
PRIMARY SCHOOL MUSIC LESSONS WHICH SCHOOL DO YOU ATTEND? <small>Please Circle As Applicable</small>	Bacchus Marsh P.S. Darley P.S. Exford P.S. St. Bernard's Parish P.S. AfterSchool Lessons	Bacchus Marsh P.S. Darley P.S. Exford P.S. St. Bernard's Parish P.S. AfterSchool Lessons	Bacchus Marsh P.S. Darley P.S. Exford P.S. St. Bernard's Parish P.S. AfterSchool Lessons
SCHOOL CLASS WHICH CLASS ARE YOU IN? For Example: Grade 3H/Middle Sundew	.....	.....	.....
IMPRESARIO THEATRE DANCE/DRAMA/MUSIC GROUP CLASSES Example: Junior Hip-Hop/Senior Drama Adult Jazz/Contemp/PreSchool Dance Junior Music Ensemble	....................	....................	....................

Name of Adult Student or Parent/Guardian(s):

Ms/Mrs/Dr.....

Mr/Dr.....

Contact Phone Numbers

Home:

Home:

Work:

Work:

email:

email:

Mobile:

Mobile:

Postal Address:

Street:

Suburb & P/Code:

Office Use Only:

Date: / /

IM DB

TT Meds

Start: Wk: __ T: __

CP RTF

PD M Phone

Method: _____

Name (Please Print):

Date:

Student Parent/Guardian's Signature:

Date:

By signing this enrolment form, you are agreeing that you have read, understood and agree to all Terms & Conditions on the reverse of this Enrolment Form. The Performing Arts Headquarters Terms & Conditions are on display at the PAHQ office and a copy can be obtained by request at any time.

1. PARTIES:

The School: Performing Art Headquarters Pty Ltd (ACN 116 047 566)
of PO BOX 670 Bacchus Marsh VIC 3340

The Guardian

2. DEFINITIONS

- 2.1. The School is Performing Art Headquarters Pty Ltd (ACN 116 047 566).
- 2.2. The Student is the person the Goods and/or Services are provided to.
- 2.3. The Guardian is the Parent and/or other person acting as the legal or de facto parent of the Student or, if the Student is over the age of eighteen (18), the reference to the Student will include a reference to the Guardian.
- 2.4. The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Student.
- 2.5. The Order shall be defined as any request for the provision of the Goods and/or Services by the Student with the School which has been accepted by the School.
- 2.6. The Goods are the musical instruments, clothing, costumes, equipment, props and/or related products provided by School.
- 2.7. The Services are the dance, drama, ensemble, music classes, lessons, workshops, performances, rehearsals and/or hire and/or sale of the Goods provided by the School, including any advice or recommendations.
- 2.8. The Price is the amount invoiced for the Goods and/or Services provided.
- 2.9. The Rules are any display, document, guideline, notice and/or policy provided by the School to the Guardian.
- 2.10. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.11. Invoices include invoices for the Goods and/or Services provided.

3. GENERAL

- 3.1. These Terms and Conditions and Rules, together with the School's written or verbal quotation, Permission to Use Image form, Confidential Medical Information and Medical Consent form, Discontinuance of Lessons form, Music Instrument/Equipment Hire Form, and the School's Credit Application Form forms this Agreement.
- 3.2. Any Order requested by the Guardian is deemed to be an Order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Student Order or acceptance unless expressly agreed to by the School in writing. In the event that an inconsistency exists and/or arises it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. The School may make Rules in writing and/or otherwise posted on the School's website, which shall form an integral part of these Terms and Conditions, for the purpose of covering operational matters pertaining to the provision of Goods and/or Services.
- 3.4. The Student appoints the Guardian as his agent where he is under eighteen (18) years of age.
- 3.5. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the School.
- 3.6. The Terms and Conditions are binding on the Guardian, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 3.7. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 3.8. Where more than one Guardian completes this Agreement each shall be liable jointly and severally.
- 3.9. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 3.10. The School may license or sub-contract all or any part of its rights and obligations without the Guardian's consent but the School acknowledges that it remains at all times liable to the Guardian.
- 3.11. The failure by the School to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the School's right to subsequently enforce that provision.
- 3.12. The Guardian acknowledges that the School may detail these Terms and Conditions on its website. In this event, the Terms and Conditions on the School's website shall apply to any future dealings as between the parties and the Guardian is deemed to have notice of any such Terms and Conditions and/or amendments.
- 3.13. These Terms and Conditions must be read in conjunction with the School's Credit Application Form.

4. PLACEMENT OF ORDERS

- 4.1. Orders placed by the Guardian with the School will be considered valid when placing the Order verbally and/or in writing.
 - 4.2. Any written Quotation given by the School shall expire thirty (30) days after the date of the written quotation.
 - 4.3. All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Guardian and the Guardian will be invoiced for the extra charge by the School.
- ## 5. PRICE
- 5.1. At the School's sole discretion the Price shall be either:
 - 5.1.1. As detailed on invoices provided by the School to the Guardian in respect of the Goods and/or Services provided; or
 - 5.1.2. The School's quoted Price as for the Order (subject to clause 5.2).
 - 5.2. The School reserves the right to change the Price in the event of a variation to the School's Order, and notice will be provided in writing by the School within a reasonable time.
- ## 6. PROVISION OF SERVICES AND/OR THE SUPPLY AND DELIVERY OF GOODS
- 6.1. The School reserves the right to:
 - 6.1.1. Decline requests for any Goods and/or Services requested by the Guardian.
 - 6.1.2. Cancel or postpone appointments at their discretion.
 - 6.2. Delivery of the Goods shall be deemed to be complete when the Goods are collected by the Guardian or are delivered to the Guardian or to the carrier as nominated by the School and/or Guardian.
 - 6.3. Unless specified by the School to the contrary in the Order, the School does not warrant that it will be capable of providing the Goods and/or Services at specific times requested by the Guardian during the term of this Agreement.
 - 6.4. Subject to otherwise complying with its obligations under this Agreement, the School shall exercise its independent discretion as to its most appropriate and effective manner of providing the Goods and/or Services and of satisfying the Guardian's expectations of those Goods and/or Services.
 - 6.5. In the discharge of its duties, the School shall comply with all reasonable resolutions, regulations and directions of the Guardian

that may lawfully be given from time to time as to the nature and scope of the Goods and/or Services provided.

- 6.6. Nothing in the above clause shall effect the School's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.

- 6.7. The School may agree to provide, on request from the Guardian, additional Goods and/or Services not included or specifically excluded in the Quotation/Order. In this event, the School shall be entitled to make an additional charge. Additional Goods and/or Services includes, but is not limited to any additional lessons provided by the School after provision of the Goods and/or Services at the request of the Guardian.

- 6.8. The Guardian is required to give one (1) business day notice of the Student's absence from a scheduled Service.

- 6.9. The School shall not provide Services on a public holiday or the Monday before Melbourne Cup day. The Guardian shall not incur fees in this event.

- 6.10. All fees are payable by the Guardian irrespective of whether the Student attends all scheduled Services.

- 6.11. Where the Student is enrolled in a shared or group format, the School may reduce the time allocated to the Services if the class is not full.

Hire of Goods

- 6.12. The Guardian may hire Goods from the School at the applicable rate, as determined by the School from time to time.

- 6.13. The period of the hire of the Goods shall commence at the date of the hire of the Goods and conclude at the end of the school term.

- 6.14. The Guardian may only terminate the hire of Goods in writing to the School and the Goods must be returned to the School by the end of the school term in the condition in which the Goods were made available to the Guardian (taking into account normal wear and tear).

- 6.15. The Guardian agrees that he is responsible for any costs associated with replacing items related to maintaining the Goods in workable condition, including but not limited to bow hair, bridges, cleaning equipment, reeds and/or strings.

7. PAYMENT AND CREDIT POLICY

Non-Account Student

- 7.1. The Guardian must make full payment of the Price before the commencement of the Goods and/or Services.

Account Student

- 7.2. The School will permit the Guardian to make payment in three (3) instalments and the Guardian must make full payment of each instalment to the School within seven (7) days from the date of issue of invoice(s) for the Goods and/or Services.

- 7.3. Credit will only be granted at the sole discretion of the School and upon submission of a completed Credit Application Form.

- 7.4. Any credit granted may be revised by the School at any time and at its discretion and the School reserves the right to withdraw any credit facility upon any breach by the Guardian of these Terms of Conditions.

- 7.5. The Guardian agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.

8. GOODS AND SERVICES TAX

- 8.1. GST refers to Goods and Services tax under the *Goods and Services Act 1999 ("GST Act")* and terms used herein have the meanings contained within the *GST Act*.

- 8.2. It is agreed between the Guardian and the School that the consideration for the School expressed in this Agreement is exclusive of the School's liability of GST.

- 8.3. The Guardian will pay to the School, in addition to the total purchase Price, the amount payable by the School of GST on the taxable supply made by the School under this Agreement.

- 8.4. The School shall deliver to the Guardian a Tax Invoice for the supply in a form which complies with the *GST Act* and Regulations.

9. DISHONOUR OF CHEQUE

- 9.1. If any cheque issued by the Guardian or by any third party in payment of the Price is dishonoured, the Guardian may be liable for a dishonoured cheque fee of \$40.00.

- 9.2. The School may refuse to provide any further Goods and/or Services until satisfactory payment is received in full, including bank fees and charges.

- 9.3. The School is entitled to treat the dishonour of the Guardian's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Guardian.

10. DEFAULT

- 10.1. Invoices issued by the School shall be due and payable before the commencement of the Goods and/or Services for Non-Account Guardians, and invoices issued by the School shall be due and payable within seven (7) days of the date of issue for Account Guardians ("Default Date") depending on terms agreed with the School. Without prejudice to any other rights of the School, the Guardian may be charged account keeping fees of \$25.00 monthly on any Outstanding Balance.

- 10.2. If the School does not receive payment for the Goods and/or Services on or before the Default Date, the School may, without prejudice to any other remedy it may have, forward the Guardian's overdue account to a debt collection agency for further action. The Guardian acknowledges and agrees that:

- 10.2.1. After the Default Date, the Outstanding Balance shall include, but is not limited to, all applicable fees and charges under this Agreement;

- 10.2.2. In the event of the Guardian being in default of the obligation to pay and the overdue account is then referred to a debt collection and/or law firm for collection, the commission payable where the collection agency charges commission on a contingency basis shall be calculated as if the agency has achieved one hundred percent recovery and shall be added to the debt and the legal costs, whether incurred directly or by the agency shall be calculated on the indemnity basis and added to and form part of the debt and the total shall be treated as a liquidated demand.

11. RISK AND LIABILITY

- 11.1. The Guardian will ensure when placing Orders that there is sufficient information to enable the School to execute the Order.

- 11.2. The Guardian is responsible for ensuring that the School is made aware of any special requirements pertaining to the Order and that the School relies upon the integrity of the information supplied to it.

- 11.3. The School takes no responsibility and will not be liable for any damages or costs resulting in the Goods and/or Services being deficient as a consequence of insufficient information provided by the Guardian.

- 11.4. The School takes no responsibility for representations made in relation to the Goods and/or Services or any delay in the provision of the Goods and/or Services made by a third party or third party provider.

- 11.5. The Guardian acknowledges the nature of the Services provided by the School which takes reasonable steps to provide the Services with attention to safety.

- 11.6. The Guardian shall indemnify the School on demand against any appropriate medical fees incurred in the event that the Student is injured and further agrees to indemnify and keep indemnified the School against all reasonable costs, charges, expenses, liabilities, outgoings and/or payments, which the School is liable to pay or incur in providing the Services.

- 11.7. The School does not represent that it will provide any Goods and/or Services unless it is included in the Order.

12. WARRANTY

Warranty for Services

- 12.1. The School warrants that where the Student is absent from the School due to a compulsory school event, the School shall give a maximum of two (2) Services as credit in any given term for music lessons only. Where the School is unable to provide credit in the current term, the credit shall be provided in the following term or otherwise deducted from the Price in the following term (at the School's discretion). The Guardian must give at least one (1) business day notice in order to be provided with credit.

- 12.2. Credit for music lessons shall only be provided to Students receiving Services through a primary school programme but shall not apply to after hour lessons.

- 12.3. For Services where a teacher is absent from a scheduled Service, the teacher shall either re-schedule the Service or the School shall otherwise provide a credit for that Service (at the School's discretion).

- 12.4. The School shall not provide credit for reason of illness or otherwise not included in these Terms and Conditions.

Warranty for Goods

- 12.5. The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The School shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. The School will use its best endeavours to assist the Guardian with any claim with respect of the Goods.

- 12.6. The Guardian continues to be responsible for all amounts owing to the School in the event that any Goods are supplied on the basis that a manufacturer's warranty is in place and it subsequently becomes known to the parties that the warranty is void or inapplicable.

- 12.7. Warranty for Goods shall only cover the cost of Goods. The Guardian acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Guardian.

13. TERMINATION AND CANCELLATION

Cancellation by School

- 13.1. The School may cancel any Order to which these Terms and Conditions apply at any time before the Goods and/or Services are provided by giving written notice to the Guardian. On giving such notice the School shall repay to the Guardian any sums paid in respect of the Price. The School shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.

- 13.2. Without prejudice to the School's other remedies at law, the School shall be entitled to cancel all or any part of any Order of the Guardian which remains unfulfilled and all amounts owing to the School shall, whether or not due for payment, become immediately payable in the event that any money payable to the School becomes overdue.

Cancellation by Student

- 13.3. Any Order cannot be cancelled by the Guardian unless a Discontinuance of Lessons form is completed, which is received and acknowledged by the School.

- 13.4. In the event that the Guardian cancels provision of Goods and/or Services the Guardian shall be liable for any loss incurred by the School (including, but not limited to, any loss of profits) up to the time of cancellation.

- 13.5. If the Guardian places an Order with the School and the School places an Order with a third party teacher to meet the Guardian's request, the Guardian shall be liable for the Price of the Goods and/or Services ordered if the Guardian cancels the Order and the Goods and/or Services have already been provided.

Limitation of damage

- 13.6. The Guardian acknowledges that in the event of any breach of this Agreement/Order by the School including indirect, special or consequential loss, the remedies of the Guardian shall be limited to damages which under no circumstances shall exceed the Price.

14. SET-OFF

- 14.1. The Guardian shall have no right of set-off in any suit, claim or proceeding brought by the School against the Guardian for default in payment.

- 14.2. The Guardian acknowledges that the School can produce this clause in bar of any proceeding for set-off.

15. INSURANCE

- 15.1. The School is not responsible to provide insurance cover for the Student.

16. JURISDICTION

- 16.1. This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria.

17. PRIVACY ACT 1988

- 17.1. The Guardian and/or the Guarantor/s agree for the School to obtain from a credit reporting agency a credit report containing personal credit information about the Guardian and Guarantor/s in relation to credit provided by the School.

- 17.2. The Student and/or the Guarantor/s agree that the School may exchange information about the Guardian and the Guarantor/s with those credit providers either named as trade referees by the Guardian or named in a consumer credit report issued by a credit reporting agency to assess an application by Guardian; to notify other credit providers of a default by the Guardian, to exchange information with other credit providers as to the status of this credit account, where the Guardian is in default with other credit providers or to assess the credit worthiness of Guardian and/or Guarantor/s.

- 17.3. The Guardian consents to the School being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

18. ENTIRE AGREEMENT

- 18.1. The Terms and Conditions set out in this Agreement constitute the whole Agreement made between the Guardian and the School.
- 18.2. This Agreement can only be amended in writing signed by each of the parties.

- 18.3. All prior discussions and negotiations are merged within this document and the School expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.

- 18.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.