

# Delaney Studios - Terms and Conditions

Effective Date: 26/03/2025

Welcome to Delaney Studios! We are excited to have your child join our creative learning environment. By enrolling your child in our programs, you agree to abide by the terms and conditions set forth below. Please take a moment to read them carefully.

## 1. Enrolment & Registration

- **Eligibility:** Delaney Studios offers art education to children ages 5 to 16 years. Enrolment is subject to availability, and we reserve the right to decline enrolment based on the appropriateness of the program for the child's age and skill level.
- **Registration Process:** All registrations must be completed through our official website or in person at Delaney Studios. Parents or legal guardians must provide accurate and up-to-date contact information during registration.

## 2. Fees & Payment

- **Class Fees:** Class fees are set by Delaney Studios and are fixed per term. Full payment (100%) must be made to Delaney Studios at the commencement of the term. Payment plans are available upon request.
- **Non-Transferable and Non-Refundable:** Fees are not transferable to another term and are non-refundable once the classes have commenced, unless under extreme circumstances.
- **Absences:** There will be no refunds given for absences from classes, unless under extraordinary circumstances as outlined in Section 5 (Cancellations and Refunds).
- **Missed Classes:** If you are unable to attend a class, you must notify Delaney Studios prior to the start of the missed class. You will be offered a catch-up class to be used within the current term. If you fail to notify Delaney Studios before the missed class, you will not be offered a catch-up class.
- **Payment Methods:** We accept payment via bank transfer or cash. Payment is due before the start of the class or session.
- **Late Fees:** A late fee of \$30 will be applied for payments made after the due date.
- **Payment & Negotiation:** Payment or variances to the set fee cannot be negotiated with the teacher. Delaney Studios engages teachers on a contract basis and must rent studio space regardless of student numbers, so there can be no reduction of fees for non-attendance or for late starting/early finishing of an art class.
- **Class Cancellation Due to Insufficient Enrolment:** Should a class need to be cancelled due to insufficient student numbers, students will be notified and offered a catch-up lesson.
- **Partial Refund Requests:** Written requests for a partial refund due to exceptional circumstances (e.g., prolonged serious illness or accident, with supporting documentation such as a doctor's certificate) must be made to the office at Delaney Studios. Notification of withdrawal via a telephone call or conversation with the teacher does not constitute written notification of withdrawal.
- **Changes to Classes:** Delaney Studios reserves the right to alter any arrangements for classes, either before or during the term, to cancel or terminate a class, or refuse any enrolment as permitted by law.
- **Agreement to Terms:** Agreement to these terms is a condition of enrolment. By enrolling in any classes at Delaney Studios, you agree to abide by these Terms and Conditions.

### 3. Class Schedules & Attendance

- **Schedule:** Classes are scheduled in advance, and the class schedule is subject to change based on demand. Delaney Studios will notify parents of any changes.
- **Absences:** Parents must notify Delaney Studios in advance if their child will be absent. There are no refunds for missed classes, but catch-up classes may be offered at the discretion of Delaney Studios.

### 4. Behaviour and Conduct

- **Code of Conduct:** Delaney Studios fosters a positive and respectful learning environment. Children are expected to behave appropriately and follow the guidance of our instructors.
- **Disciplinary Actions:** If a child's behaviour disrupts the class or creates an unsafe environment, Delaney Studios reserves the right to remove the child from the program without refund.
- **Bullying & Harassment:** Delaney Studios has a zero-tolerance policy for bullying, harassment, or discriminatory behaviour. Any such actions will result in immediate removal from the program.

### 5. Cancellations & Refunds

- **Program Cancellation:** Delaney Studios reserves the right to cancel any class or program due to low enrolment or unforeseen circumstances. If a program is cancelled, parents will receive a full refund or the option to transfer to another class.
- **Withdrawal by Parent:** If you wish to withdraw your child from a program, you must notify Delaney Studios at least 7 days before you plan to withdraw your child from the program. Refunds will be determined on a case-by-case basis at the discretion of Delaney Studios management.
- **Refund Policy:** No refunds will be issued after the program begins unless there are exceptional circumstances, such as illness or injury, and this is at the discretion of Delaney Studios management.

### 6. Health & Safety

- **Medical Information:** Parents must inform Delaney Studios of any medical conditions, allergies, or special needs that may affect their child's participation in classes. All information will be kept confidential.
- **Emergency Contact:** Parents are required to provide an emergency contact number and must ensure their child's safety while on the premises.
- **Illness:** If your child is feeling unwell or exhibits symptoms of illness, we ask that they refrain from attending class to prevent the spread of illness to other children and staff. Parents will be called to collect children who are deemed unwell in class.

### 7. Media & Photography

- **Photography & Video Recording:** Delaney Studios may take photographs or video recordings during classes, exhibitions, or events for promotional purposes, including but not limited to social media, websites, or brochures. By enrolling your child, you consent to such use unless you provide written notice to opt out.
- **Privacy:** Delaney Studios will never share personal information about your child without your consent, except as required by law.

### 8. Liability Waiver

- **General Liability:** Delaney Studios takes all necessary precautions to ensure the safety and well-being of all children while in our care. However, by enrolling in our programs, parents or guardians agree to hold Delaney Studios harmless for any accidents, injuries, or damages that may occur during participation, except in cases of gross negligence or wilful misconduct.
- **Property Damage:** Delaney Studios is not responsible for any loss or damage to personal items brought to class by students.

## 9. Drop-off & Pick-up Procedures

- **Check-in Requirement:** Parents or guardians are required to ensure that the instructor is on-site before leaving their child. Under no circumstances should a child be dropped off without confirming that a teacher is present. To check if a teacher is on-site, please call Michelle at 0488111853.
- **Not a Babysitting Service:** Delaney Studios does not provide babysitting services. If you require an early drop-off or late pick-up for your child, you must notify Michelle prior to the scheduled class via email at [delaneystudios@live.com](mailto:delaneystudios@live.com) or by phone at 0488111853. We will do our best to accommodate your request, but this must be arranged in advance.

## 10. Changes to Terms & Conditions

- Delaney Studios reserves the right to modify these Terms and Conditions at any time. Any changes will be communicated to parents via email or posted on our website. By continuing to participate in our programs, you agree to be bound by the updated terms.

## 10. Governing Law

- These Terms and Conditions are governed by the laws of New South Wales. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts in New South Wales.

## 11. Contact Information

- For any questions or concerns regarding these Terms and Conditions, please contact us at:
  - **Email:** [delaneystudios@live.com](mailto:delaneystudios@live.com)
  - **Phone:** 0488111853
  - **Address:** 217 Bobbin Head Road, North Turramurra, NSW, 2074

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By enrolling your child in Delaney Studios, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

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