

## Payment, Withdrawal & Transfer Procedures, Late Pick-up, Competitive Team and Summer Camp Policies 2021-2022



# policies & waiver & release

### Payment

1. Payment for the Term 1 Class Fee and the Annual Student Registration Fee is due in full upon registration (payment will be processed by Administration after registration is approved) and is completely NON-REFUNDABLE and NON-TRANSFERABLE. Fees for all remaining terms are due on the date noted as set out in the Class Fees and Comp. Fees schedules for 2021/2022. Any and all fees posted and charges processed can be viewed through the Parent Portal any time after September 30<sup>th</sup> 2021.
2. Should payment not be successfully processed on the date due, an administrative Late Payment Fee charge will be levied in the amount of \$45.00+HST per invoice.
3. A Credit Card must be inputted into your Parent Portal account in order to complete registration online, and pre-authorized automatic debit to all major credit cards (i.e. Visa, Mastercard and American Express) will be withdrawn afterwards on each term date set out.
4. Should you elect to pay by Cash, Debit or Cheque, you must also provide a Credit Card on file against which payments may be charged as due.
5. If an alternate form of payment is provided in advance of the due date for an invoice, no charges will be levied against the credit card provided.
6. If an invoice remains outstanding for in excess of 30 days, the student will no longer be permitted in class.
7. Recital Package Fees & DVD Video Fee amounts will be charged in 2022, at a date TBD closer to the year-end events. Students requiring special orders or sizing for costuming may be subject to additional charges. Costumes must be purchased in order to participate in the year-end recital. Please note all payments received for Recital Packages, Video Fees, Photo Fees and Costumes for year-end recitals are NON-REFUNDABLE and NON-TRANSFERABLE.
8. All invoices must be paid and up to date in order for a student to receive Recital tickets, Recital Costumes and all materials and/or privileges related to Turning Pointe Academy of Dance Ltd.
9. There shall be no transfers or credits for days not attended at the election of the student, including by reason of illness. Makeup classes are not an option.
10. All payments made by cheque which are returned due to insufficient funds will be assessed an NSF Fee of \$35.00+HST administrative fee in addition to the amount outstanding.

### Withdrawals & Transfers

1. Should a student wish to withdraw from class, written notice must be provided to Ms. Nicole Garland, Director, Turning Pointe Academy of Dance Ltd. Such written notice may be provided in writing to the Reception desk during business hours (Withdrawal Forms are also available) or forwarded via e-mail to [admin@turningpointe.ca](mailto:admin@turningpointe.ca). Until notification has been received, the space will be held for the registered student and fees and other charges as invoiced will be due and payable.
2. As stated in paragraph 1 under "Payment" herein, payment for Term 1 is due upon registration and is fully NON-REFUNDABLE and NON-TRANSFERABLE. Payment for all subsequent terms are non-refundable and non-transferable following the commencement of that term.
3. A Withdrawal Fee in the amount of \$50.00+HST per class withdrawn from is due at the time of withdrawal.
4. In order to avoid a term payment from being processed prior to a withdrawal from a class, written notice of a student's withdrawal must be received and confirmed prior to the commencement of a term.
5. Should a student wish to Transfer from one class to another following registration, an administrative Class Transfer Fee of \$20.00+HST per class will be charged.
6. Transfers are permitted based on class availability and upon approval by a Turning Pointe Administration staff member. Class Transfers are NOT permitted for any reason after January 15<sup>th</sup>, 2022.

### Late Pick-up Caregiving Fee and Other Studio Policies

1. All students are required to be picked up promptly at the end of their class. Children not picked up promptly will be cared for under adult supervision in Reception. After a period of 10 minutes, a Caregiving Fee of \$1.00+HST/minute will be charged to the credit card on file for late pick-up.
2. Turning Pointe is a NUT FREE / SHELLFISH FREE environment. No nut products or shellfish are permitted in the studio facility at any time. Snacks will be checked daily during Summer Camps and occasionally during the regular season.
3. Turning Pointe is not responsible for lost or stolen items.

### Competitive Team Policies

- **COMPETITIVE WITHDRAWAL POLICY:**
- Students who choose to join the Competitive Team are not permitted to withdraw from the program any time after September 30<sup>th</sup>, 2021. The last day for a competitive student to register is September 30<sup>th</sup>, 2021. If a student must withdraw due to injury or illness, a doctor's note must be provided in order for instructional class fees to be refunded. Please NOTE: all Competitive Entry Fees, Administrative Fees and Costume Fees are NON-REFUNDABLE and NON-TRANSFERABLE (all competitive fees are outlined in the Comp. Fees Schedules provided in the Registration Package).
- **ATTENDANCE:**
- Students are required to attend all classes on a regular basis. Skills classes are an essential part of training for the competitive program. Students are not permitted to choose Choreography classes over Skills classes. If a student misses a Skills class, they are asked to make-up that class according to class availability. If a student is inconsistent in their attendance, please be advised they may be asked to withdraw from their competitive choreography class.
- If a student is absent for more than two classes per term, a meeting will be held to assess their placement on the team and possibly asked to wait until the following season to participate in the groups' choreography. Turning Pointe staff understands illness, injury and emergency situations. Each circumstance will be dealt with on an individual basis and at the teachers' and directors' sole and unfettered discretion. For the benefit of all students and the team, this policy will be strictly enforced.
- Showcase, Competitions and Recitals are not to be missed for reasons outside of illness or family emergency. Students who choose to miss Showcase, a Competition or a Recital for any other reason will be dismissed from the team immediately and will only be granted a return to the team with special permission. Please know that we feel it is only fair that the choreography prepared for each group be performed properly with all participants as students have limited opportunities to perform during the season. As these are team events, it is unacceptable for any student to miss any performance for any reason not outlined herein.

- All competitive students are expected to wear appropriate dancewear at all times as per the Comp Team Dress Code provided to families before the commencement of classes. Hair must be tied back securely and proper shoes must be worn to each class. All students should own a black bodysuit and black/beige tights. Students may be asked to wear such items for classes and/or exam preparation classes throughout the year.
- **COMPETITIVE TEAM GUIDE 2021/2022:**
- I have read, acknowledge, and accept the policies and procedures as a member of the Turning Pointe Competitive Team as outlined in the Competitive Team Guide provided via email as a PDF attachment and in conjunction with the Registration Package documents.

#### **Force Majeure**

1. In the event that any class, show or competition is cancelled or is delayed or that Turning Pointe Academy of Dance Ltd. is prevented from performing its obligations herein by reason of (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities, (j) failure of subcontractors to perform in timely fashion; (k) pandemics or epidemics, or (l) any other cause beyond the control of Turning Pointe Academy of Dance Ltd. ("**Force Majeure**"), the performance of Turning Pointe Academy of Dance Ltd.'s obligations herein shall be excused and Turning Pointe Academy of Dance Ltd. shall not be liable for any expenditure, liability or loss incurred by any of its students and/or their parents.
2. For further clarity, in the event of Force Majeure, Turning Pointe Academy of Dance Ltd. may, but shall not be obligated to, provide alternate classes, including, but not limited to, virtual and/or digital classes, to its students during studio closures as a result of a Force Majeure Event, in its sole and unfettered discretion. Notwithstanding the foregoing, as all fees and payments are NON-REFUNDABLE and NON-TRANSFERRABLE, except as outlined herein, any adjustments or refunds to fees during an event of Force Majeure are in the sole and unfettered discretion of Turning Pointe Academy of Dance Ltd.

#### **Waiver of Liability**

1. I hereby acknowledge that there are risks inherent in dance, in my child's participation in the dance program and other related activities at Turning Pointe Academy of Dance Ltd., and our attendance and use of Turning Pointe Academy of Dance Ltd.'s facilities. Having acknowledged these inherent risks, I agree to hold harmless Turning Pointe Academy of Dance Ltd., its employees, directors, officers and affiliates from any and all losses, costs, damages, actions, suits or expenses of any kind, including but without limiting the generality thereof, from any and all liability for personal injury to myself or my child(ren) howsoever caused, arising out of or in any way related to their participation in or attendance at Turning Pointe Academy of Dance Ltd.
2. Turning Pointe Academy of Dance Ltd. hereby agrees to make every reasonable effort to protect all personal information provided to it regarding its students, including but not limited to their names, addresses, telephone numbers and any financial information, including credit card information. I hereby agree to hold harmless Turning Pointe Academy of Dance Ltd. from any and all liability related to any breach of their security regarding my personal information.
3. I hereby acknowledge that it is my responsibility to pick up my child from Turning Pointe Academy of Dance Ltd. and acknowledge that Turning Pointe Academy of Dance Ltd. will not permit my child to leave the premises alone or with an individual other than myself without written permission having been provided to Turning Pointe Academy of Dance Ltd. in advance.

#### **Authorization and Release**

1. I hereby authorize Turning Pointe Academy of Dance Ltd. to use any photographs of my child taken during any dance season (which includes the image of my child) for Turning Pointe Academy of Dance Ltd.'s promotional material that is to be distributed to new and current clients for informational purposes regarding programming and registration and do hereby waive and forever discharge Turning Pointe Academy of Dance Ltd. from any claim of any type whatsoever related to the use of these images.

