

Classical Ballet Centre LLC

Terms and Conditions

Classical Ballet Centre LLC and its affiliates provide their services subject to the following conditions. By registering or allowing your child to participate in any class, activity or performance sponsored by Classical Ballet Centre LLC or by visiting or shopping at classicalballetcentre.com, classicalballetcentre.net and/or any other webpages affiliated with the Classical Ballet Centre LLC, you accept the following conditions. Therefore, please read them carefully.

Please review our Privacy Policy to understand our practices regarding your privacy in connection with our online services.

Refund / Payment Policies

No refunds, discounts or credits are given for missed classes for any reason. If you miss a class due to holiday or illness Classical Ballet Centre LLC can offer a make-up class. These classes are to be arranged with Classical Ballet Centre LLC staff and attended within the same term as the absence.

If you don't like the class you have chosen, you may have the option to transfer to another class of the director's choosing, provided there is a vacancy. If you decide not to take up that option and stop dancing all together, all classes attended will be invoiced at our full fee-pricing schedule. Make up classes are also permissible within the same Term, providing arrangements are made with the staff prior to attending and there is a vacancy in the chosen class.

You agree that payment is due on or before the "due date" assigned in the tuition schedule. If you write a check and it does not clear (bounces) you agree to pay a \$30 fee payable in cash or money order. After two bounced checks within one year (12 months) you agree to pay with certified funds or cash for a period of one year.

Payment Policy

Injury / Medical Conditions

It is the student's responsibility to notify their teacher in the event of injury/medical condition, prior to class.

As with any physical activity, injuries can occur on rare occasion. If this unlikely event does occur, I agree, upon enrolling my child in the summer course, that I will not hold the Classical Ballet Centre LLC, its owner or any teacher responsible financially or otherwise.

Basic first aid is available to every student. Due to government regulations we are unable to provide anyone with medication.

In the unlikely event of injury requiring treatment by a doctor, an ambulance will be called to the studio. Any parent opposed to this should advise this on enrolment. Every effort will be made to contact the parent if this situation arises.

Costumes

Costume fees will be required for each student if participating in any event requiring a costume (i.e. eisteddfods, public performances, end of year concert etc.). If a student fails to pay the required costume deposit, no costume will be provided.

All costumes will be provided by Classical Ballet Centre LLC and will remain the property of Classical Ballet Centre LLC unless otherwise agreed to in writing..

Performance Policies

Student involvement in the performances is encouraged, but is not compulsory.

We advise full attendance at all rehearsals for the end of year performance. Classical Ballet Centre LLC reserves the right to re-consider participation in performances and groups by students who miss too many rehearsals.

Class Attire

All students must be appropriately dressed for class in correct studio uniform and correct footwear.

All students must be appropriately groomed for class, with their hair tied back securely. Female students must have their hair in a bun with hair net and pins for every ballet class. Female students with short hair must secure it with a soft hair band. Male students should have their hair off their face.

Any student dressed or groomed inappropriately will be asked to improve their appearance when next attending.

Video / Photography / Choreography Consent

Prior to photographing and/ or videoing any class please seek permission from the teachers and the other family members in the class.

Any recording or photography taken by anyone other than those hired by Classical Ballet Centre LLC is for personal use only and not be for commercial sale. Said recordings or photography are not to be uploaded onto the internet, social networks &/or video/photo sharing sites. Photography or recordings uploaded by Classical Ballet Centre LLC are the exclusive property of Classical Ballet Centre LLC and shall remain copyrighted. These photos may be used for personal use by Students and their families (for example they can be shared on social media sites).

All choreography works are the intellectual property of Classical Ballet Centre LLC. It is an infringement of copyright to reproduce, communicate, publish or perform all or a “substantial part” of a piece of choreography, unless the copyright owner has given permission or certain exceptions apply. Choreography copyrights including individual created solos, duets, group dances and “substantial” movement sequences, it also includes stage design, costume design, light design and all ideas of story and concept.

Talent Release

Grant of Rights. Upon enrolling my child into a class at Classical Ballet Centre LLC, I hereby grant to Classical Ballet Centre LLC the absolute and irrevocable right and permission, throughout the world, in respect of the photographs and/or video footage (“the material”) that it has, has taken, or has had taken of my child or in which my child may be included with others: To use, re-use, publish, and re-publish, and otherwise reproduce, digitize, edit, modify, distribute in print and online, publicly display in print and online, share via social media, and publicly perform the same, in whole or in part, individually or in conjunction with other photographs or videos, and in conjunction with any copyrighted matter, in any and all media now or hereafter known, for illustration, website, promotion, art, marketing, advertising and trade.

Release. Upon enrolling my child into a class at Classical Ballet Centre LLC, I hereby release and

discharge Classical Ballet Centre LLC from any and all claims and demands arising out of or in connection with the use of the photographs or footage, including without limitation any and all claims for defamation, invasion of privacy, and misappropriation of my right of publicity. I hereby waive any claim that I may have to inspect or approve any images, products or copy in connection with any of the material.

Copyright in the Material

Upon enrolling my child into a class, I acknowledge that I have no claim to the copyrights in the material. The copyright owners have the right to copyright the material in their own names or otherwise and to use, assign, and license the material throughout the world, including any rights I might have.

Talent Release. This release shall be binding upon me and my heirs, legal representatives and assigns. I further release Classical Ballet Centre LLC from any responsibility for injury incurred during any and all past, present or futures photography and/or video sessions and activities.

Student Conduct

Students are expected to be cooperative at all times. Warnings will be given for disruptive behavior, and parents will be notified. Our objective is that every student feels valued and enjoys their dance experience.

Supervision

Parents with children under 10 years of age should supervise their children before class. We are only responsible for your children in the dance studio.

Students are expected to be collected from the studio by their parents before the commencement of the next class. If there is an unavoidable delay, students are expected to stay within the premises.

Electronic Communications

When you visit this website or send emails to us, you are communicating with us electronically. As part of these Conditions of Use, you: (1) consent to receive communications from us electronically, including communications by email or by notices posted on our website; and (2) agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Copyright

All content included on this website (such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software), the compilation of all content on this website and all software used on this website are the property of Classical Ballet Centre LLC or its content suppliers and are protected by U.S. and international copyright laws. Please note that the names and images of artists and other persons appearing on this website may be additionally protected under U.S. and international laws concerning rights of publicity and privacy.

Unless you receive the Classical Ballet Centre LLC's express written consent, you may not copy, reproduce, publish, distribute, create derivative works of, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit, any copyright-protected element of this website, including the content and/or software on this website. You must abide by all copyright notices, information and/or restrictions contained or referenced in this website.

You may make a single copy of any webpage from this website for your own personal, non-commercial use, provided that you do not alter the content or remove any copyright, trademark or other proprietary notice contained therein. Any other copying, or any republication or distribution of any content of this website, is expressly prohibited without the prior written consent of the Classical Ballet Centre LLC.

If you are a member of the press or media, please refer to our News and Press section for additional provisions relating to our intellectual property rights and use of proprietary materials.

Trademarks

Classical Ballet Centre LLC as well as other marks so indicated on our website and other Classical Ballet Centre LLC graphics, logos, images, page headers and titles, button icons, scripts, and trade and service names, are trademarks and/or trade dress of Classical Ballet Centre LLC (or its subsidiaries) in the U.S. and other countries. You may not use Classical Ballet Centre LLC's trademarks and trade dress unless you first obtain the express written consent of the Classical Ballet Centre LLC.

All other trademarks not owned by Classical Ballet Centre LLC or its subsidiaries that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Classical Ballet Centre LLC or its subsidiaries. Classical Ballet Centre LLC makes no representations concerning, and assumes no liability for, the infringing or non-infringing nature of any trademarks that appear on this website but are not owned by the Classical Ballet Centre LLC or its subsidiaries.

If you are a member of the press or media, please refer to our News and Press section for additional provisions relating to our intellectual property rights and use of proprietary materials.

License and Website Access

The Classical Ballet Centre LLC hereby grants you a limited, revocable and nonexclusive license to access and make personal use of this website. You may not, however, download this website (other than page caching) or modify it in whole or in part unless you have first received express written consent from the Classical Ballet Centre LLC. Furthermore, this limited, revocable license does not include the right to: any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This website (or any portion thereof) may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent from Classical Ballet Centre LLC. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including, but not limited to, images, text, page layout, and/or form) of Classical Ballet Centre LLC and/or our affiliates without express written consent from Classical Ballet Centre LLC. You may not use any metatags or any other "hidden text" utilizing Classical Ballet Centre LLC's name or trademarks without express written consent from the Classical Ballet Centre LLC.

Classical Ballet Centre LLC also hereby grants you a limited, revocable and nonexclusive license to create a hyperlink to the home page of the Classical Ballet Centre LLC, provided that the link (viewed as a whole with the content of the website on which the link is located) does not portray the Classical Ballet Centre LLC, its affiliates, or their products or services, in a false, misleading, derogatory, offensive or otherwise objectionable manner. You may not use any Classical Ballet Centre LLC logo or other proprietary graphic or trademark as part of the link without express written permission from the Classical Ballet Centre LLC.

Any unauthorized use automatically terminates the licenses and permission granted above by the

Classical Ballet Centre LLC. Classical Ballet Centre LLC and its affiliates reserve the right to block access, refuse services, or remove or edit content in connection with this website.

If you are a member of the press or media, please refer to our News and Press section for more additional provisions relating to our intellectual property rights and use of proprietary materials.

Risk of Loss

All items purchased online from Classical Ballet Centre LLC are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon our delivery to the carrier.

Product/Service Descriptions

Classical Ballet Centre LLC and its affiliates try to be as accurate as possible. Classical Ballet Centre LLC, however, does not warrant that product or service descriptions, or other content of this website, are accurate, complete, reliable, current, or free of errors.

Disclaimer of Warranties and Limitation of Liability

THIS WEBSITE IS PROVIDED BY Classical Ballet Centre LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. Classical Ballet Centre LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Classical Ballet Centre LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Classical Ballet Centre LLC DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR EMAIL SENT FROM Classical Ballet Centre LLC OR ITS AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Classical Ballet Centre LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.

CERTAIN STATES' LAWS PROHIBIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT WILL THE Classical Ballet Centre LLC BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PORTION OF THIS WEBSITE RELATING TO THE PURCHASE OF TICKETS. THE Classical Ballet Centre LLC DOES NOT MAKE ANY WARRANTIES CONCERNING ITS TICKETING SERVICES.

Applicable Law

By visiting this website, or participating in any activity sponsored by Classical Ballet Centre LLC, you agree that the laws of the state of South Carolina, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Classical Ballet Centre LLC or its affiliates.

Disputes

Any dispute relating in any way to your visit to this website, or to products or services you purchase through this website, shall be submitted to confidential arbitration in South Carolina; except that, to the extent you have in any manner violated or threatened to violate the Classical Ballet Centre LLC's intellectual property rights, the Classical Ballet Centre LLC may seek injunctive or other appropriate relief in any state or federal court in the state of South Carolina, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Conditions of Use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Conditions of Use shall be joined to an arbitration involving any other party subject to these Conditions of Use, whether through class arbitration proceedings or otherwise.