

THE EDGE DANCE CENTRE

Trading Terms and Conditions

经营条款及条件

1. DEFINITIONS

定义

1.1. **The Centre** is J & N Diamond Pty Ltd (ACN 150 622 058) as trustee for Diamond Family Trust trading as The Edge Dance Centre of 29 Armine Way, Beaumont Hills 2155 in the State of New South Wales.

该中心是指隶属于公司名为 J & N Diamond Pty Ltd (澳大利亚公司注册号：150 622 058)，而作为 Diamond Family Trust 信托人，以 The Edge Dance Centre 经营，位于新南威尔士州 Beaumont Hills 区 Armine Way 29 号，邮编 2155。

1.2. **The Student** is the person who is to receive the benefit of the tuition.

学生是指在教学中受益的人。

1.3. **The Guardian** is the person(s) with parental responsibility for the Student and who engages the Centre to provide the tuition to and for the student. Further reference to “Student” or “the Student” in these terms and conditions includes the Guardian unless the context requires otherwise.

监护人是指履行学生父母职能，并参与到中心对学生教学的人。该条款及条件中关于“学生”进一步说明包括监护人，除情况要求说明外。

1.4. **The enrolment** is a reference to any request for the provision of the tuition by the Student to the Centre which has been accepted by the Centre.

注册是指已被本中心接收的学生教学规定中的任何要求问题。

1.5. A reference to “**the tuition**” refers to the classic ballet and performing arts tuition services provided by the Centre to the Student.

教学是指中心为学生提供的传统芭蕾以及艺术表演类的教学服务。

1.6. **The Premises** refers to the Centre premises or any other location in which the tuition is to be provided.

场所是指中心所在地或其他提供教学的场所。

1.7. References to “**the School year**” and “**the School term**” refer to the official academic year and terms therein prescribed by the New South Wales Department of Education from year to year.

提及的“**学年**”和“**学期**”是指到官方学年，及新南威尔士州教育部每年规定的条款。

1.8. The **tuition fee** is the prevailing rate for the tuition as detailed in the Centre’s fee policy.

学费是学费的现行费率，详见中心的费用政策。

1.9. Reference to **loss and damage** herein includes indirect, reliance, special or consequential loss and/or damage including i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.

本文提及的**损失和损害**包括间接的，依赖性的，特殊的或间接的损失和/或损坏，包括 i) 任何收入利润或业务损失； ii) 商誉或信誉的任何损失； iii) 任何知识产权价值损失。

1.10. **Major failure** is as defined under the *Competition and Consumer Act 2010 (Cth)*.

重大失败是根据《2021年竞争与消费者法》（联邦）定义。

1.11. **GST** refers to goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

消费税是指新税项下的商品和服务税《1999年系统（商品和服务税）法》（联邦）。

2. GENERAL

概述

2.1. These terms and conditions together with the Centre’s

registration form, code of conduct and fee policy constitute the agreement between the Centre and the Student (“the agreement”).

这些条款和条件以及中心的登记表，行为准则和费用政策构成了中心与学生之间的协议（“协议”）。

2.2. Any enrolment by the Student at the Centre is deemed to incorporate these terms and conditions; which may not be varied unless expressly agreed to by the parties in writing. In the event that an inconsistency exists and/or arises between these terms and the terms of any enrolment it is acknowledged these terms and conditions will prevail.

学生在中心的任何注册都被视为纳入这些条款和条件；条款和条件不会做出改变除非双方明确书面同意。万一这些条款与入学注册条款之间存在和/或出现不一致，以这些条款和条件为准。

2.3. The terms and conditions are binding on the Student, and where applicable the Student’s trustees, assignees, executors and administrators.

这些条款和条件对学生及其受托人，受让人，执行人和管理员具有约束力。

2.4. In these terms and conditions, the singular shall include the plural, the neuter gender shall include the masculine and feminine and words importing persons shall apply to corporations and vice versa.

在这些条款和条件中，单数应包括复数，中性性别应包括男性和女性，表明人的词语应适用于公司，反之亦然。

2.5. The Student’s Guardian(s) (if any) are each jointly and severally liable for the timely payment of tuition fees and the due performance of all other obligations under the agreement.

学生的监护人（如果有的话）分别是共同的和个别的负责及时支付学费费用，履行协议规定的所有其他义务。

2.6. 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.

如果这些条款和条件的任何规定无效，空白，非法或有效性，存在性，合法性无法执行，其余条款的可执行性不受影响，偏见和损害。违规条款应被视为已从这些条款和条件中分离。

2.7. The failure by a party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision.

一方当事人未执行这些条款和条件中的任何规定不得视为对该条款的放弃，也不应影响该方随后执行该协议的权利条款。

2.8. The Student acknowledges that the Centre may detail these terms and conditions on its website. The Student is deemed to have notice of any amendments to these terms and conditions when confirming his enrolment for a subsequent or successive School term or School year.

学生应确定中心会在网站上详细列明这些条款和条件。在其确认后续或连续入学学期或学年，学生被视为注意到对这些条款和条件的任何修改。

3. FEE POLICY AND REGISTRATION

费用政策和登记

3.1. A registration form must be submitted to the Centre for each individual Student at the commencement of each School year before the Student can be accepted by the Centre.

在中心接受学生之前，每个学生在学年开始时必须向中心提交一份登记表。

3.2. The Centre charges the prevailing tuition fee for the tuition provided in each School term as detailed in the Centre's fee policy.

中心按照每个学期收取现行学费，详细信息列于中心的费用政策中。

3.3. The Student acknowledges that the Centre may change the prevailing tuition fee for the tuition contained in the fee policy from time to time. Notice will be provided to the Student of any changes to the tuition fee in the fee policy prior to the

commencement of the School term or the School year in which the change will apply.

学生应确定中心可能会依时更改收费政策中的教学学费。在费用更改的学期或学年开始之前，将会通知学生在收费政策中的学费更改。

3.4. GST will be charged on the tuition fee provided by the Centre that attracts GST at the applicable rate.

消费税将由中心提供的学费中收取，以适当的比率产生商品及服务税。

3.5. The tuition fee within the fee policy is based on taxes and statutory charges. Should these vary during the period from the date of enrolment to the date of the invoice or statement, the difference will become the responsibility of the Student and the Student will be invoiced for the extra charge by the Centre.

收费政策中的学费是根据税收和法定收费。自从报名日期至发票或对帐单日期，差额的产生将是学生的责任，中心将向学生开具发票来收取额外费用。

4. PROVISION OF THE TUITION

教学规定

4.1. The Centre reserves the right to decline to enrol the Student at its discretion, acting reasonably.

中心保留拒绝招收学生的权利，酌情采取合理行动。

4.2. The Student acknowledges the code of conduct, which is in place for the benefit and for the safety of all students, staff and visitors to the Centre. The Student agrees:

为了所有学生，教职员工和中心访客的利益和安全，学生应确认行为准则。学生同意：

4.2.1. To abide by the letter and spirit of the code of conduct when attending the Centre and in all interactions with other students, staff and visitors at the Centre;

遵守行为准则的文字和精神，参加中心以及与其他学生，工作人员和中心访客的所有互动；

4.2.2. That the failure of the Student to abide by the code of conduct may result in disciplinary action by the Centre including

immediate suspension or expulsion of the Student from the Centre.

学生未能遵守行为准则可能导致中心采取纪律处分，包括立即将学生停学或开除中心。

4.2.3. That the Centre may amend the code of conduct from time to time the Centre displays on its website and the Student is deemed to have notice of any amendment to the code of conduct.

中心可以不时修改其在网站上展示的行为准则，而学生被视为已注意到任何行为准则的修改。

4.3. Subject to otherwise complying with its obligations under the agreement, the Centre shall exercise its independent discretion as to its most appropriate and effective manner of providing the tuition and of satisfying the Student's expectations of the tuition.

在依据协议遵守规定的前提下，关于其最适当和有效的方式来提供教学以及满足学生对教学的期望，中心应行使其独立酌处权。

5. END OF YEAR CONCERT CHARGES

年终表演会费用

5.1. The Student is invited to participate in the optional end of year concert, for which the following charges are payable:

邀请学生参加可选的年终表演会，需要支付以下费用：

5.1.1. Concert fees;

表演会费

5.1.2. Rehearsal fees; and

排练费；和

5.1.3. Costume fees.

服装费

5.2. In the event that the Student elects to participate in the end of year concert, all charges pertaining to the concert become

chargeable and are non-refundable.

如果学生选择参加年终表演会，与该表演会有关的所有费用将变为收费且不可退款。

5.3. Costume fees will be invoiced by the Centre by way of instalments each term, with the balance owing to be paid at Term 4.

服装费用将由中心按每学期分期付款开具发票，余款应于第 4 学期付清。

5.4. The end of year concert forms part of the Centre's tuition. On this basis, makeup classes will be offered on days when concert rehearsals are scheduled. Refunds will not be offered if the makeup classes proposed in this circumstance are unsuitable.

年终表演会是中心教学的一部分。在这个基础之上，当安排好表演会排练日程，将会在那些天提供化妆课。如果在不适合安排化妆课的情况下，将不会提供退款。

6. CLASS CHANGES

课程变更

6.1. The Student can only make changes using the Centre's Class Change Form/Withdrawal Form.

学生只能使用中心的课程变更表格/退课表格来进行班级变更。

6.2. Verbal notice of requested changes to classes shall not be accepted by the Centre.

中心不接受口头形式通知要求更改课程。

6.3. Class changes cannot be altered after Week 4 of each term. Any changes requested after Week 4 must be approved by the Centre's Director and will result in a \$25.00 charge.

每个学期的第 4 周后，课程变更将无法更改。任何第 4 周后要求进行的更改必须获得中心总监批准，同时将会产生 25 澳元的费用。

6.4. Classes may be added to a Student's schedule at any time without incurring additional charges.

您可以随时增加学生的课程，无需支付额外费用。

7. CANCELLED CLASSES

取消课程

7.1. In the event that a class is cancelled by the Centre during Terms 1-3, a make-up/rescheduled class shall be offered by the Centre to the Student:

如果中心在第 1-3 学期中取消课程，中心应提供补课/改课给学生：

7.1.1. Students are required to attend a make-up class as scheduled by the Centre in Terms 1-3;

学生必须如期在第 1-3 学期参加中心安排的补课；

7.1.2. In the event that the Centre is unable to provide a make up/rescheduled class, a refund for the value of the cancelled class will be applied to the Student's next term's invoice.

如果中心无法提供补课/改课，退还已取消的课程的价值将应用于学生下学期的发票。

7.2. In the event that a class is cancelled by the Centre in Term 4, a make-up/rescheduled class shall be offered by the Centre to the Student:

如果中心在第 4 学期取消课程，则中心应提供补课/改课给学生：

7.2.1. Students are required to attend a make-up class as scheduled by the Centre in Terms 4;

学生必须在第 4 学期如期参加由中心安排的补课；

7.2.2. In the event that the Centre is unable to provide a make up/rescheduled class, a refund for the value of the cancelled class will be applied firstly to any outstanding end of year concert charges owed in Term 4 (if applicable);

如果中心无法提供补课/改课，退还已取消的课程的价值将首先应用于任何第 4 学期年终表演会的欠款（如果适用）；

7.2.3. Should no outstanding end of year concert charges apply

pursuant to clause 7.2.2., a refund shall be given.

如果没有未缴的年终表演会费，根据条款 7.2.2，应退款。

8. LATE PICK-UP POLICY

晚接政策

8.1. The Guardian shall endeavor to be punctual in collecting the Student at the conclusion of classes or rehearsals.

监护人在上课或排练结束时应尽量准时接学生。

8.2. In the event that the Guardian and/or the Guardian's agent/assignee is in excess of fifteen (15) minutes late in collecting the Student, a late pick-up fee of \$30.00 shall apply for each thirty (30) minute period outside the Centre's opening hours for which the Centre's representatives will be required to mind the Student.

如果监护人和/或监护人的代理人/委托人迟到超过十五（15）分钟接学生，则需收取 30.00 澳元的晚接费，费用针对中心营业时间以外的每三十（30）分钟，为此中心代表将需要看护学生。

8.3. The late pick-up policy shall apply to Students under the age of eighteen (18) years.

晚接政策适用于十八（18）岁以下的学生。

9. THE CENTRE'S PAYMENT POLICY

中心的付款政策

9.1. The Student must make full payment of the tuition fee as detailed in the Centre's prevailing fee policy for that Centre term by Week 2 of that term or by way of Direct Debit ("**the due date**") unless otherwise specified or agreed between the parties in writing.

依据中心现行费用政策中详述，在该学年的第 2 周之前或通过直接转账（“**到期日**”），学生必须全额支付学费，除非双方另有书面规定同意。

9.2. In the event that the Student neglects or otherwise fails to pay the tuition fee and remains in default by more than two (2) weeks, the Student may be suspended from attending the Centre.

如果学生忽略或以其他方式未能缴纳学费，并且拖欠超过两（2）个星期，学生可能会被中心暂时停课。

9.3. In the event that the Student's registration is suspended pursuant to clause 9.2., and on account of the fact that class sizes are capped, the Student's place in an allocated class may be offered to another student on a waiting list.

如果学生的登记根据第 9.2 条被暂停，并且由于班级人数达到上限，该学生在分配的班级中的位置可能被提供给等待名单上的另一名学生。

9.4. The Student acknowledges that if an invoice is not received by Week 2 of each term, they shall notify the Centre immediately.

学生应认识到如果在每个学年的第 2 周没有收到发票，他们应立即通知中心。

10. DEFAULT

拖欠

10.1. For the purposes of this clause, the “**default date**” is the day after the due date for payment of the tuition fee; and the “**outstanding balance**” is the tuition fee, less any part payments made by the Student prior to the default date.

就本条而言，“**拖欠日期**”为日期在应缴纳学费的日期之后；“**未偿余额**”是学生在拖欠日期之前少付款部分的学费。

10.2. The Student will be liable for a dishonoured cheque fee of \$40.00 in respect of each cheque issued by the Student and rejected by the Centre's bank.

关于每张由学生签发的而遭到中心的银行拒绝的支票，学生将承担因未兑现支票的费用 40.00 澳元。

10.3. If the Centre does not receive the outstanding balance by the default date the Student will be liable for:

如果中心在拖欠日期之前仍未收到未结余额，则学生将对以下事项负责：

10.3.1. Interest on the outstanding balance from the default date at the rate of twelve per centum (12%) per annum calculated on a daily basis;

自拖欠日起未偿还余额的利息每天以百分之十二(12%)的年利率基础计算;

10.3.2. An account keeping fee of \$15.00 to be charged at the end of each calendar month after the default date until the outstanding balance has been paid;

拖欠日期之后的每个月将收取 15.00 澳元的帐户保管费, 直到未偿还余额已经支付;

10.3.3. Any debt collection or recovery costs incurred by the Supplier; and if the Supplier's debt collection agency ("**the agency**") charges commission on a contingency basis then the Customer shall pay as a liquidated debt the commission payable by the Supplier to the agency, at the agency's prevailing rate as if the agency achieved one hundred per cent recovery and the following formula shall apply:

Commission

=

Original Debt x 100

100 - Commission% charged by agency including GST

(n.b. in the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au).

供应商产生的任何债务追收或费用追回; 以及如果供应商的债务追收公司 (“**代理机构**”) 视情况而定收取佣金, 那么由客户向供应商支付作为清算债务应付给代理机构的佣金, 按照代理机构实现 100% 的恢复的代理机构的现行汇率, 并采用以下公式:

佣金 = (原始债务 x 100) / (100 - 代理机构收取的佣金百分比包括 GST 在内)

(特注: 如果代理机构是 Prushka Fast Debt Recovery, 追回未付金额的适用佣金率有关详细信息, 请访问 www.prushka.com.au)

10.3.4. Any charges reasonably made or claimed by the Supplier's or the agency's lawyer for legal costs on the indemnity basis.

任何因赔偿产生的法律费用会由供应商或代理机构律师合理地提出或要求收费。

11. RISK AND LIABILITY

风险与责任

11.1. The Student acknowledges that the Centre shall not be liable for and the Student releases the Centre from any loss and damage incurred as a result of delay or failure to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Centre's reasonable control.

学生应认识到，因不可抗力事件和该中心无法合理控制的情况，导致的延迟或未能遵守任何一项条款而产生的损失和损坏，中心不承担任何责任，并且学生免除中心的任何责任。

11.2. The Centre will not be held responsible, and the Student releases the Centre from any loss or damage, including personal injury incurred or sustained by the Student; howsoever arising due to:

中心将不承担任何责任，并且学生免除中心对于任何损失或损害的责任，包括学生招致或遭受的个人伤害；无论如何由于：

11.2.1. A failure by the Student to adhere to these terms and conditions or the applicable code of conduct; or

学生未能遵守这些条款和条件或适用的行为准则；或者

11.2.2. Any feature or condition of the Centre premises, whether or not any such feature or condition is or ought to be reasonably obvious and/or whether the feature or condition is known or unknown to the Centre or any of the Centre's employees, servants or agents.

中心场所的任何特征或条件，无论是否任何此特征或条件是或应该相当明显，和/或特征或条件是否被中心或任何中心员工，工作人员或中介机构已知或未知。

11.3. The Centre will not be held responsible for personal belongings left unattended in the studio or other venues operated by the Centre.

中心将不对留在舞蹈室或中心其他地方无人看管的个人物品负责。

11.4. The Centre provides the tuition on the assumption that the Student is fit to participate in the classes.

中心所提供的教学是根据假设学生适合参加该课程。

11.5. The Student covenants to notify the Centre in the event of injury/medical condition, prior to class.

如果学生在上课前受伤或患病，则应立即通知中心。

12. TERMINATION AND CANCELLATION

Cancellation by Centre

终止和取消

由中心取消

12.1. The Centre may cancel any enrolment to which these terms and conditions apply before the commencement of the School term or subsequent School term by giving notice to the Student. On giving such notice the Centre shall repay to the Student any sums paid in advance of the tuition fee for that School term.

在本学期或下学期开始前，中心可以根据这些条款和条件通知学生取消注册。中心应在发出此类通知后向学生偿还任何在该学期之前预付的学费款项。

12.2. On or after commencement of the School term and during that School term, the Centre may not cancel the Student's enrolment unless the Student is suspended from the Centre for failing to abide by the code of conduct.

在本学期开始时或之后以及在此学期期间，中心可能不会取消学生的注册，除非学生因未能遵守行为准则而被停学。

12.3. In the event that the Centre cancels the Student's enrolment during the School term by virtue of clause 9.2., then the tuition fee for that School term whether or not due on the day of suspension shall become immediately due and payable by the Student.

如果中心根据第 9.2 条的规定在学期期间取消了学生的注册，学生应立即付清该学期学费，无论停学日是否是到期日。

12.4. The Centre shall not be liable to the Student for any loss and damage whatsoever arising from a cancellation of enrolment in accordance with these terms and conditions.

根据这些条款和条件，学生因取消注册而造成的任何损失和损害，中心不承担任何责任。

Cancellation/Withdrawal by Student

学生的取消课程/退课

12.5. In the event that a Student wishes to withdraw from any class, a Withdrawal Form must be completed and submitted to the Centre's Administration Manager.

如果学生希望退出任何班级，必须填写退课表并提交给中心的行政经理。

12.6. Notice of a Student's intention to withdraw from any class must be provided by Week 8 of the previous term.

关于学生打算退出任何班级的通知必须于截止于上学期的第 8 周给出。

13. ENTIRE AGREEMENT

整个协议

13.1. The agreement as defined herein constitutes the whole agreement between the Student and the Centre.

本文定义的协议构成学生与中心之间的整个协议。

13.2. The agreement is deemed to be made in the State of New South Wales and all disputes hereunder shall be determined by the appropriate courts of New South Wales.

该协议被认为是在新南威尔士州达成的，本协议项下的所有争议应由新南威尔士州的适当法院裁定。

13.3. All prior discussions and negotiations are merged within this document and the Centre expressly waives all prior representations made by it or on its behalf that are in conflict with any clauses in this document in any way.

所有先前的讨论和协商都合并于此文件，中心明确放弃其或其代表所有与本文件的任何形式任何条款有冲突的先前陈述。

13.4. Nothing in these terms and conditions is intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading

Acts in each of the States and Territories of Australia.

这些条款和条件中的任何内容都不旨在具有违反以下任何适用规定的效力，适用规定为在澳大利亚的每个州和领地均行事的 2010 年《竞争和消费者法》（联邦）或公平交易法。

I/We understand and agree to be bound by the Terms and Conditions set out herein.

我/我们理解并同意受在此列述的条款和条件的约束。

NAME:.....

姓名:.....

POSITION HELD:.....

职位:

SIGNATURE:.....

签名:

DATE:/...../20.....

日期: ../.../二零..

NAME:.....

姓名:

POSITION HELD:.....

职位:

SIGNATURE:.....

签名:

DATE:/...../20.....

日期: ../.../二零..