



# ***ZEEKERS DANZ - ENROLMENT TERMS & CONDITIONS***

(Official English Version)

Operated by: **Partake Zeekers Inc.**

Applicable to: **Zeekers Danz / Zeekers Junior and all affiliated programs**

Jurisdiction: Ontario, Canada

## **0. Legal Notice**

This document constitutes a legally binding agreement between the participant and/or their parent or legal guardian ("Participant") and **Partake Zeekers Inc.**, operating as Zeekers Danz ("the Organization").

By submitting an enrolment form, making payment, checking agreement boxes, or participating in any class, program, rehearsal, filming, showcase, competition, camp, training, performance, or related activity organized by the Organization, the Participant confirms that they have read, understood, and agreed to these Terms.

## **1. Enrolment, Fees & Payment**

1.1 Once enrolment is confirmed and payment is completed, all tuition fees are strictly non-refundable, non-transferable, and non-assignable.

1.2 Fees may not be credited toward future programs, alternative classes, private sessions, or transferred to another participant under any circumstances.

1.3 The Organization reserves the right, at its sole discretion, to refuse, revoke, suspend, or terminate enrolment or participation at any time without prior notice.

1.4 If a program is cancelled by the Organization due to insufficient enrolment, paid tuition fees will be refunded in full.

1.5 Administrative, registration, or processing fees (if applicable) are strictly non-refundable.

## **2. Refund Policy**

2.1 No refunds will be issued for:

- Missed classes
- Voluntary withdrawal
- Schedule conflicts
- Illness or personal reasons
- Dissatisfaction with instruction style or program format
- Dismissal due to misconduct or policy violations

2.2 Refunds will only be issued if a program is officially cancelled by the Organization.

2.3 Approved refunds, if applicable, will be processed within a reasonable administrative timeframe.

### **3. Attendance, Structure & Program Adjustments**

3.1 Attendance at all scheduled sessions is expected. Certain programs may require minimum attendance standards.

3.2 No make-up classes, credits, transfers, or refunds will be provided for absences.

3.3 The Organization reserves the right to modify instructional structure, internal grouping, choreography distribution, rehearsal format, performance arrangements, filming structure, faculty assignment, or scheduling where reasonably necessary for safety, operational, educational, artistic, or production-related purposes.

3.4 Such adjustments shall not constitute grounds for refund or credit.

3.5 In cases of extreme weather, public health orders, government directives, venue restrictions, or force majeure events, the Organization may reschedule, relocate, modify format (including virtual delivery), or cancel sessions. No refunds will be issued for such circumstances beyond the Organization's control.

### **4. Code of Conduct & Dismissal**

4.1 Participants must conduct themselves respectfully, safely, and cooperatively toward instructors, staff, fellow participants, and property.

4.2 Disruptive, unsafe, inappropriate, discriminatory, or disrespectful behaviour will not be tolerated.

4.3 The Organization reserves the right to immediately dismiss any participant whose behaviour compromises safety, learning environment, artistic standards, or operational integrity.

4.4 Dismissal due to misconduct results in no refund.

4.5 In the event of a medical emergency, the Organization reserves the right to seek emergency medical treatment for the Participant at the Participant's expense.

### **5. Program-Specific Terms**

Certain programs may include additional written terms, addenda, requirements, or participation standards (including attendance, rehearsal, performance eligibility, filming requirements, grouping arrangements, and conduct expectations).

In the event of any inconsistency between such program-specific terms and this general Enrolment Agreement, the program-specific terms shall prevail.

Failure to meet program-specific requirements or participation standards may affect eligibility for certain activities or participation outcomes, without refund.

Program-specific terms may be issued via registration page, email communication, digital form, or written document, and shall be deemed accepted upon enrolment or payment.

## **6. Relationship to Other Policies**

These Enrolment Terms operate in conjunction with, but are separate from:

- Liability Waiver & Assumption of Risk
- Program Handbook
- Media & Image Release (if applicable)
- Program-Specific Addendum

Participation requires agreement to all applicable documents.

## **7. Limitation of Liability**

To the fullest extent permitted by law, the Organization shall not be liable for indirect, incidental, consequential, or special damages arising from participation in any program, except where prohibited by Ontario law.

## **8. Governing Law & Jurisdiction**

This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Any dispute shall be subject to the exclusive jurisdiction of the courts of Ontario.

## **9. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **10. Acknowledgement & Acceptance**

By enrolling, making payment, checking agreement boxes, or participating in any activity organized by the Organization, the Participant confirms acceptance of these Terms.

The Organization reserves the right to update or modify these Terms from time to time. Updated versions shall apply to future enrolments and renewals.

\* The English version is the official and legally binding version. Any translation is provided for reference only. In case of inconsistency, the English version prevails.