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**PUBLIC CLASS TERMS & CONDITIONS**
**Effective Date:** 8 September 2026

## Who These Terms Apply To:

These Terms & Conditions apply to all participants enrolled in public classes operated by Flying Fruit Fly Foundation (ABN: 76 007 293 389) trading as Flying Fruit Fly Circus and Circus Centre Melbourne.

These Terms apply to:

- Adult participants
- Children and young people participating in classes
- Parents and legal guardians enrolling and/or supervising minors

By enrolling in a class, you agree to these Terms & Conditions on your own behalf and, where applicable, on behalf of any child or young person in your care.

## Enrolment, Payments & Credits

The following outlines how enrolments, payments and credits are managed across our programs.

### Enrolment & Payments

- Once your enrolment is confirmed and payment is made, classes are non-refundable and non-transferable, except where required under Australian Consumer Law or as otherwise outlined in these Terms.
- Where a class is cancelled by us, or where an eligible injury prevents continued participation, a credit will generally be offered as the default outcome. Refunds will only be provided where required by law or at our discretion.

### Payment Methods

- Our classes operate under different booking types, each with different payment structures:
    - **Course Bookings:** Full payment is required upfront for a fixed period (eg a school term or block).
    - **Casual Bookings:** Single-session bookings paid upfront per class.
    - **Perpetual Classes:** Ongoing enrolments billed fortnightly in advance via direct debit.
- For Perpetual Classes, enrolments continue automatically from term to term. Payments pause during term breaks and resume prior to the next term.
- Specific payment terms for each class are outlined in our booking platform.

### Payment Plans

- Payment plans may be available for Course Bookings (term or block enrolments) at our discretion.
- Payment plans are not available for Casual or Perpetual bookings.

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- To arrange a payment plan, please contact the Flying Fruit Fly Circus or Circus Centre Melbourne office.
- If a payment plan defaults, the participant may be suspended from training until payments are brought up to date.

**Credits**

- Credits are not redeemable for cash.
- Credits must be used within 12 months of issue.

**Direct Debit & Credit Card Payments and Fees**

- All direct debit and card payments are processed via our Direct Debit Provider, Debitsuccess Pty Ltd.
- Payments may appear on your bank statement as Debitsuccess, not Flying Fruit Fly Foundation.
- Processing fees are charged by Debitsuccess on top of program/class fees at a rate of 80c + GST per bank account direct debit. No processing fees are applied to Visa, Mastercard and American Express payments.
- A $2.00 + GST new user fee is applied by Debitsuccess in addition to the first direct debit payment.
- A failed direct debit may incur an $8 late fee which will be automatically applied to your account.
- Fees may change in line with provider charges and will be communicated where possible.
- **Please let us know in advance if you will have trouble making a payment,** and our team will do what they can to help you avoid late payment fees.
- Once a fee has been charged, it can't be refunded.

**Teaching Staff**

- Flying Fruit Fly Circus reserves the right to substitute teachers at its discretion.
- Any replacement teacher will be appropriately qualified and skilled for the class.

## Cancellations, Absences & Injuries

**Withdrawing from a Program**

- To withdraw yourself or a young person from a program, written notice must be provided to us:
  - **Course Bookings:** At least 14 days before the term start date.
  - **Perpetual Classes:** At least 7 days before the first scheduled direct debit for the upcoming term (this occurs prior to term commencing).
- For Perpetual Classes, enrolments continue automatically from term to term unless notice is provided within the timeframe above.
- If notice is not provided within this timeframe, the full term fee remains payable, including for participants paying via direct debit.
- Refunds or credits cannot be issued once this notice period has passed, unless where required by law.

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**Missed Classes**

- Refunds or credits are not provided for missed classes due to injury, illness, holidays, or personal absences.
- Due to the structured nature of our programs, make-up classes are not offered.

**Injury During Class**

- Circus training is physically demanding and carries inherent risks.
- Participants take part at their own risk.
- If a participant sustains an injury during class and is unable to continue training, a credit may be offered upon receipt of a medical certificate from a GP or physiotherapist, submitted within a reasonable timeframe.
- Credits will apply only to the unused portion of the program and must be used within 12 months of issue.

## Safety, Conduct & Participation Rules

**Conduct, Safety & Removal**

- All participants, parents, and guardians are expected to behave respectfully and safely, and always follow instructions from teaching staff.
- We reserve the right to refuse participation, suspend or remove any participant (or parent/guardian) where behaviour is unsafe, disruptive, or impacts the safety, wellbeing or learning experience of others.
- Removal or suspension may occur without refund or credit.

**Punctuality**

- For safety reasons, participants arriving more than 15 minutes late will miss the warm-up and will not be permitted to join the class that day.

**Injury, Illness & Personal Responsibility**

- Participants are responsible for managing their own health and wellbeing.
- If injured, participants must inform teaching staff prior to class and modify or cease activity as required.
- Participants must not attend classes if they, or a child in their care, are unwell. We reserve the right to refuse entry where illness is evident, in the interest of the health and safety of all attendees.

**Supervision of Children**

- We encourage parents/guardians to stay and watch class, and viewing areas are available at each location.
- Children under 12 years must be accompanied by an adult before class and must be collected promptly at the end of class.

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**Photography & Videos**

- We may take photographs or videos during classes for training, marketing or promotional purposes, subject to consent provided during the booking process.
- Photography and videography during classes are not permitted without prior approval from staff.
- Where approved, recording is limited to a parent or guardian filming their own child only.
- Images or footage of other participants must not be shared, published or distributed unless:
    - Those participants are not identifiable, or
    - The content has already been publicly shared by Flying Fruit Fly Circus or Circus Centre Melbourne.
- All official photos and videos remain the property of Flying Fruit Fly Foundation and are not subject to compensation.
- If you would like to review or change your consent to being photographed or filmed, please let a staff member know at the start of the class.

**Personal Belongings**

- You are responsible for your own belongings.
- We are not liable for loss, theft, or damage to personal items.
- Lockers are available at Circus Centre Melbourne.

**Damage to Property**

- Participants or their guardians are responsible for the cost of repairing or replacing any damage caused to property belonging to Flying Fruit Fly Foundation, staff, or other participants.

**Privacy**

- We are committed to protecting your privacy and comply with the Australian Privacy Act.
- Personal information collected through our booking system is used only for purposes related to class administration, safety, communication and billing.
- If you have any questions about how your information is handled, please contact us directly.