

HAWAII FOCUS ACADEMY TERMS AND CONDITIONS

DEFINITIONS:

The “Academy” is defined as the Focus Academy, LLC d/b/a Hawaii Focus Academy.

A “Course” is defined as a period of time on a single Course type offered by the Academy and as described in our current brochure – for example, *Is Modeling for You ? / Seven Day Course*.

A “Booking” is a reservation for attendance at a Course and can consist of either a single Course or a combination of courses.

“Course Fees” are defined as the total sum paid by the student of the Course selected including all transportation fees, registration fees or other fees related to the Course. In addition, your Fees will include daily continental breakfast and lunch.

“Accommodation Fees” are defined as the total sum paid by the student for living accommodations during the term of the Course.

A “Student” is defined as an individual enrolled in a Course.

HOW TO MAKE A BOOKING

When making a Booking, you must pay:

- a. a non-refundable registration fee of \$50;
- b. your Course Fees in full;

You must pay your Accommodation Fees in full 30 days before the first Course starts.

If you are making your Booking less than 30 days before the start of your Course, you must pay all Course Fees and Accommodation Fees immediately. If you make any changes after your Booking has been confirmed you will be charged a \$25 change fee.

CANCELING OR POSTPONING A COURSE BEFORE YOU START

If you want to cancel a Course, you must do so in writing. You may cancel on the following conditions:

More than thirty (30) business days before the Course begins – No Penalty.

More than fifteen (15) and less than fifteen (30) business days notice before the Course begins – 50% Penalty.

Less than fifteen (15) business days notice before the Course begins – 100% Penalty.

If you want to postpone a Course, you must do so in writing. You may postpone on the following conditions:

You must pay the full Course fees by the original starting date of the Course booked, and you must complete the postponed Course within three (3) months of the original starting date.

If you postpone a Booking, we will give you credit towards the postponed Booking as follows:

Fifteen (15) business days notice of more before the Course begins: 100% credit of Course fees paid.

Less than fifteen (15) business days notice before the Course begins: 50% credit of the Course fees paid.

If you postpone a Booking with less than three (3) business days notice, you will not receive any credit of your fees.

A postponed Booking cannot be postponed again or canceled.

Please note that it is your responsibility to arrange suitable insurance to avoid fees in the event of unavoidable cancellation or postponement.

Note that our terms apply even in the case of unforeseeable *force majeure* events, which may not be covered by insurance.

CHANGING YOUR BOOKING

Any changes to bookings once they have been confirmed will incur a charge of \$50.

If you give us less than fifteen (15) business days notice, you may be able to change a Course Booking, but this is at our discretion.

If you change from a more expensive Course to a cheaper one with less than fifteen (15) business days notice, we will not give you any refund, either in cash or extra lessons.

If you change from a cheaper Course to a more expensive one, you will have to pay the extra amount but we will always give you credit for the fees you have paid.

HOLIDAYS

The Academy is closed on some public holidays and open on others. Please see our current Dates and Fees for details.

ACCOMMODATIONS

We strongly **recommend** that you arrange your accommodations for the duration of the Course through us at the Aston Kona by the Sea resort. This is where the majority of the classes will take place. Please check our website for pictures of this resort. These accommodations are in a one or two bedroom condominium. The number of rooms available to the Academy are limited and are offered on a first-come first-served basis. If we are unable to provide accommodations at Kona by the Sea resort, we will find appropriate similar accommodations for you and will provide all transportation between your resort and the Academy. If you have accommodations somewhere other than Kona by the Sea (whether we arrange them or you do so on your own) you will not be allowed to utilize the pool, beach or other amenities of the Kona by the Sea resort. If you select shared accommodations the choice of sleeping arrangements is determined on a first-come first served basis between the students sharing the room.

If you choose to obtain your own accommodations you must provide your own transportation at your own expense to the Kona by the Sea resort for the Course.

All students must adhere to the Rules and Regulations of the Academy and the resort where you are accommodated at all times. (See the Academy Rules and Regulations) You will be liable for any damages that you cause at your accommodation. If the Academy arranges any accommodation for you, we do so only as an agent introducing you to your host. Any contract is between you and your host.

STUDENT ACKNOWLEDGEMENT

The Student acknowledges that he/she has certain responsibilities during the duration of the Course offered by Academy. And that the Academy has made certain statements concerning the Course and its conduct and responsibilities. By registering and participating in the Course, the student acknowledges and agrees to the following:

- 1.** The Academy cannot compromise its responsibilities to all of its students and the Academy staff is the final authority for all aspects of student care or service.
- 2.** The Academy has the right to require me to leave its facilities or programs because of my performance or conduct. This right will not be exercised without prior discussion with the student except in extraordinary circumstances.
- 3.** I am aware of my responsibility to maintain appropriate behavior while in the Academy's facilities or programs.
- 4.** The Academy does not accept responsibility for the risk of accidental injury not caused by the Academy itself or its agents or employees that I may suffer during the term of my Course.
- 5.** The Academy does not carry health insurance that provides coverage for any student. I am responsible for obtaining such coverage for myself.
- 6.** I acknowledge that, except as specifically acknowledged by the Academy, I am solely responsible for the financial costs that I incur during the term of my Course, including but not limited to travel costs to Kona, Hawaii, local travel, accommodations, meals or emergency care.
- 7.** I acknowledge that the Academy has made no representation, guaranty or warranty of any kind or nature whatsoever that, at the completion of the Course, I will find employment of any kind and specifically as a model, actor, entertainer or photographer.
- 8.** I hereby waive any and all rights I may have against the Academy for any damage to my person or property other than for the Academy's gross negligence or as otherwise provided by law.
- 9.** Employees of the Academy shall have the right to enter the Student's accommodations at reasonable times and with reasonable notice, except in the event of an emergency, in order to inspect the accommodation and to assure the Student's performance of these terms and conditions and the rules and regulations of the Academy.
- 10.** The Academy may cancel any Course for any reason in the exercise of its sole discretion. If a Course and/or Booking is canceled by the Academy, the Student will have the option to select another Course or to receive a refund of Fees actually paid by the Student.

GENERAL

You must pay all your Course fees even if you arrive late. You must also pay all your Course fees if you leave early or miss lessons, unless you cancel as set forth above.

We reserve the right to exclude you in the event of a late arrival of more than one day without prior agreement, attend irregularly, violate the Rules and Regulation of the Academy or otherwise behave unacceptably. In this case you will have to pay all your Course Fees plus any additional costs incurred.

We try to provide all the Courses listed on Statement of Course Dates and Fees, but we reserve the right to cancel Courses where this is unavoidable in our sole discretion. In this case, we will always offer you an alternative, and if you choose not to accept the alternative, we will refund all the Fees you have paid.

If you come to us through an agent, their Terms of Contract are between you and that agent and do not include the Academy. We reserve the right at all times to apply our Terms and Conditions.

In order to fulfill our obligations to you and, where necessary, to local authorities, it is necessary for us to see and copy your passport (and visa, if appropriate), to have contact details for you in Hawaii (including a mobile phone number if you have one), and to have details of your emergency contact and next of kin in your home country. You therefore agree to provide this information and to tell us immediately if it changes while you are at the Academy.

We reserve the right to hold our Courses at any suitable location irrespective of the published location. Although we will try to respect the maximum class size we reserve the right to exceed it in a reasonable amount.

If a situation arises which has not been covered by these Terms and Conditions we reserve the right to take any fair and reasonable (in our sole discretion) that we deem appropriate.