

# Standard Terms for the Participation in School Music room classes

These terms and conditions apply to Services provided by The Music Bus Australia Pty Ltd (company number 99 133 930 006) (“The Music Bus Australia Pty Ltd” or “we” or “us”) via it’s The Music Room online platform into Schools.

You may contact us on [contactus@themusicbus.com.au](mailto:contactus@themusicbus.com.au).

## 1. Definitions

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by The Music Bus Australia Pty Ltd to accompany a course provided as part of the Services in hard copy or electronic form.

“Fees” means the fees paid by you to The Music Bus Australia Pty Ltd for the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.

“Services” means the provision of the Online Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website.

“Website” means [www.themusicroom.com.au](http://www.themusicroom.com.au) and [www.themusicbus.com.au](http://www.themusicbus.com.au)

“you” means the school purchasing the Services.

## 2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

## 3. Cancellation, Variation and Refunds

3.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and then you are permitted within 7 working days starting on the day after the date we have concluded our agreement to cancel your purchase of the Services subject to 4.2 below.

3.2. If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or the Online Course has already commenced then you shall have no right to cancel your order.

3.3. Notwithstanding clause 3.1 there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of The Music Bus Australia Pty Ltd.

3.4 Should the Music Bus Australia not be able to provide the class that you have booked via The Music Room platform we will re-book you into a new class time and advise you of that time by email. Such advice shall include the day, time, class code and teacher's name.

3.5 Should you not be able to attend your booked class (for any reason), it is the responsibility of you ("the purchaser") to re-book into a different class. This will be subject to availability. A rebooking fee of \$20 shall be added for any re-scheduled class. Should a different class time not be available that class will be forfeited and no monies refunded.

## 4. Expectations regarding participating school requirements and student behaviour

Schools participating in The Music Room classes will be expected:

- to have access to a smartboard with webcam and microphone
- If no smart board is available then a projector with a connected laptop with microphone and camera. Connection to a speaker is recommended.
- to have access to a stable internet connection
- to be able to operate their receiving device
- Ability to connect to the hosting platform (eg NSW - Zoom, QLD - Skype)
- to be able to click the provided link to access the class

- to be able to mute and unmute their microphone as requested
- to be set up in a suitable location to enable learning being mindful of background noise, backdrop and space for students to move
- to ensure your classroom teacher (or allocated staff member) remains in the room at all times. This is for child safety and also to assist with the running of the session.

Students participating in The Music Room classes will be expected:

- to be fully clothed
- to behave in a socially acceptable manner
- to be respectful to the Music Room instructor, classroom teacher and other students
- to not disrupt the instructor or other students

Behaviour that is not acceptable in live classes that may result in a student's removal from the class includes:

- Bullying behaviour towards the instructor or other students
- Disrespectful behaviour towards the instructor or other students
- Use of inappropriate language

## 5. Fees

5.1. The Fees for the Services shall be as set out on the Website

5.2. Fees for the Service selected by you on the Website shall be invoiced and will be required to pay by the due date on the invoice

5.3 Failure to pay due fees to The Music Bus Australia Pty Ltd may result in the lessons being suspended

5.4. You shall be responsible for all costs you incur in connection to your access onto any Online Course.

## 6. Intellectual Property

6.1. All Intellectual Property Rights in the Course Materials and Online Courses are, and remain, the intellectual property of The Music Bus Australia Pty Ltd or its licensors, whether adapted, written for or customised for the Client or not.

6.2. You are not authorised to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of The Music Bus Australia Pty Ltd on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses. Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

6.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course.

6.4 You must not transmit, provide or disclose your confidential login credentials or class code/link to any other person or store it in a manner that would reasonably allow another person or entity to obtain access to it.

## 7. Confidentiality

7.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it in any format.

7.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

7.3. This clause shall continue notwithstanding termination of these terms and conditions.

## 8. Termination

8.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you or the student;

1. fail to pay when your fees are due;
2. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of The Music Bus Australia Pty Ltd, any teacher or any student who attends any online Course;
3. Are in breach of any of the terms of Clause 4
4. are in breach of any other terms and conditions.

8.2. On termination clause 6 (intellectual property rights) and 7 (confidentiality) shall continue notwithstanding such termination.

## 9. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other school or individual

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

## 10. Entire Agreement

These terms and conditions, together with the Website Disclaimer and Course Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

## 11. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, internet disruptions or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

## 12. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

## 13. Data Protection

13.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

13.2. When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

13.3. We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on

the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of The Music Bus Australia Pty Ltd,

13.4. To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

13.5. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

13.6. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

13.7. The Music Bus Australia Pty Ltd endeavour to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

13.8. If you wish to change or update the data we hold about you, please email [contactus@themusicbus.com.au](mailto:contactus@themusicbus.com.au)

## 15. Security

The Music Room site is protected by 128-bit Secure Sockets Layer technology. This is indicated by the padlock symbol on your browser and means that all data sent between your browser and the server is encrypted, including your log in, profile and credit card details.

Credit card transactions are processed immediately using a secure payment gateway to the banking system, so we do not store your credit card details and provide you with instant feedback on the status of a transaction.

## 15. Governing law

NSW Law

## 16. Notices

You can contact us by email at [contactus@themusicbus.com.au](mailto:contactus@themusicbus.com.au)