



TERMS AND CONDITIONS

Last Updated: 25 January 2021

These terms and conditions create a contract between you and My First Music. Please ensure the agreement is read through each section carefully. To confirm your understanding and acceptance of each section in this agreement, tick the Terms and Conditions agreement box. Please do not proceed if you do not agree to the Terms and Conditions.

A. PAYMENT AND FEES

Fees are paid monthly on the date as per your agreement using EziDebit Direct Debit. Monthly fees are paid in advance, and are due monthly from the date that you registered. Please ensure that you have sufficient funds in your account. If the payment fails there is a failed payment fee as per Ezidebit's fee schedule. The direct debit will retry in 3 days. My First Music is not liable for any fees your bank or financial institution charges as a result of your account being overdrawn in the event of insufficient funds.

All memberships must be paid in full at the start of the month to attend the sessions. The customer is responsible to ensure that direct debit payments are successful.

All payments are made via direct debit agreements online via our Ezidebit partner which are made online, in person, or via a direct debit request sent to you via email.

MONTHLY and 3-MONTH BOOKINGS

Monthly bookings are paid for and reserved in advance. 3-month bookings are a contract for 3 months' worth of sessions paying monthly. Your registration date is the date that first payment was made for the month. The next payment will be due 30 days after your registration date.

UNLIMITED CLASSES permits a child to attend any number of classes a week within their monthly booking for their age group. As new locations are added to the schedule, the child can attend any of these in the additional locations under the same contract.

1 GROUP CLASS PER WEEK permits a child to attend any 1 class per week in the timetable within their monthly booking for their age group.

When choosing which class to attend, please keep in mind the age and developmental stage of your child. A class designed for 3-4 year olds is different to a class for a 5-6 year old.

CHANGING MEMBERSHIPS



Please get in touch with us to change your membership type. For Early Bird Memberships, any downgrade changes to your membership attract the normal fees and will no longer be discounted.

If upgrading memberships, the difference between your current membership fee and the new membership fee you are moving to will be processed as a once off payment, and you can immediately access the new membership benefits. The new membership fee will apply the next month.

If downgrading memberships, the new membership will take place the next month.

B. CANCELLING CLASSES

You are able to cancel at any time, however please note that paid for sessions are not refundable. Once your monthly fee is paid for, it reserves your place in a class of limited size for that month. It is entirely your choice if you choose not to attend classes for the remainder of the month.

Cancellation requests must be emailed to accounts@myfirstmusic.com.au or communicated by phone on 0435 310 261 at least 7 business days before the end of your membership. We will respond within 24 hours to confirm that the cancellation request has been put through, and that your membership will not be renewed past the paid membership date. If you have not received an acknowledgment of the cancellation within 24 hours, please note that it is your responsibility to call us to cancel to ensure we are aware of your intention to stop classes.

Cancellations that are sent through on the last Friday of the month may not stop the monthly payment occurring on the first Monday of the following month. Please note that no refunds will occur in this circumstance.

1 MONTH BOOKINGS are able to be cancelled up to 7 days before the next month's direct debit is due. Cancelled 1 month bookings will not renew on your next monthly renewal date.

3 MONTH BOOKINGS are able to be cancelled up to 7 days before the end of the 3 month contract. Cancelled 3 month bookings will not renew on the fourth month if cancelled. 3 month bookings that are not cancelled will renew automatically each month and will be a 1 month rolling contract.

Agreeing to these terms means that any cancellation requests sent within 5 days before your membership fees are due (payment date minus 5 business days) will result in an automatic renewal of your membership which will be non-refundable.

My First Music has the right to terminate any student's attendance in the event that:

- a child or parent does not abide by the COVID Safe rules,

- the monthly class fees are not paid and/or direct debit fails 3 times.

- the behaviour of any child, parent, or carer is not in line with respecting other children, parents, carers, and the teacher.



We reserve the right to cancel a membership and/or refuse entry if we deem it in the best interest for the safety of the staff, students, parents and carers present.

Any student or person whose conduct we deem is disorderly will be refused entry. This includes anyone who uses offensive language, does not comply to our venue rule and policies, or impacts the safety of anyone at the venue.

Under these conditions, we are not obligated to provide a refund and not liable for any expenses incurred by you.

C. PAUSING CLASSES

If you need to pause sessions due to sickness, please contact us as soon as possible. We will pause sessions for 1-2 weeks. There is a \$10 per week pausing fee.

D. LATE ARRIVALS

If you are experiencing delays, the class session will still start and end at the scheduled time. Arrive as soon as you can and please join us for the remainder of the class.

E. PHOTOS AND VIDEO

Please obtain the consent of **every** parent or carer present before taking photos and/or videos of children. This is to ensure the privacy of parents and their children are respected.

F. MISSED CLASSES

There are no refunds for missed sessions in a week. It is entirely up to you to manage your schedule and decide if you would like to attend or not.

G. PUBLIC HOLIDAYS

In the event your class falls on a public holiday, you will automatically be eligible for another class in the same week on any other day where classes are available. Just turn up and we will register your attendance. Most classes run on public holidays.

H. BOOKING CLASSES

There is no requirement to book classes. Classes have a limit of 30-50 children. This limit may be less in the event new NSW Government COVID rules have been introduced. Simply turn up to any of the available classes in the week.

I. CLASS NUMBERS



Class numbers depend on current COVID restrictions. Please note that this may change depending on the rules enforced by the NSW Government. It is important that we abide by these restrictions to ensure the safety of everyone. Class number limits are available on the website.

J. CHILD CARERS

A parent or guardian must be present at all times for a child attending a class under the age of and including 5. A child under the age of and including 5 must never be left unattended without their parent or carer at any time (no drop off and pickups).

A child older than 5 years of age (age of 6+) is able to be dropped off for their class, and picked up immediately after their class has completed. Staff must be notified in the event the carer is leaving the premises temporarily. Please note that we are not a child minding service and the safety of your child is important to us. Children not picked up after their class time will have a fee charged at a rate of \$30 per every 15 minutes the carer is late.

K. PUBLIC HOLIDAYS

In the event your class falls on a public holiday and there are no classes offered on that day, you are able to book in to another class in that week.

L. DIGITAL PRODUCTS

All digital, online, and downloadable product purchases are final. Once you have access to the content, regardless of whether you have accessed or downloaded the products, there is no refund. When a digital product is shared with you to use, there is nothing to return.

In the event you have issues accessing any of the digital products, please contact support on support@myfirstmusic.com.au or call us on 0435 310 261.

M. INFORMATION SHARING

You grant permission for Theodore's School of Music, and My First Music the right to take pictures or video for use in advertising or promotional purposes without further authorization from or compensation to you.

N. RESULTS

Developing as a student of music education requires hard work, investment of time and coaching, consistency, and applying everything taught and recommended to do in the student's own time. While every student will improve from our sessions, we are not responsible for any slow rates of improvement if our advice is not taken seriously or if it is ignored because of your time commitments or any other reason outside of these sessions.



It takes a high level of dedication, time, drive, and hard work to achieve results. It also requires that you follow the advice of Peter Teodorescu to be applied outside of these sessions. Any testimonials showing the success of our student's work is an implementation of taking the advice provided by us, and applied.

O. GIFT CERTIFICATES

If you have purchased a gift certificate for someone, or if you have received a gift certificate, these are not redeemable for cash or refundable. These are able to be transferred to someone else.

ACCEPTANCE

We stand by the high standard of the vocal coaching and music education we provide, and your satisfaction is very important to us. All membership, product, and fee program purchases are covered by the above policies.

By accepting these terms and conditions, you acknowledge and agree to be bound by these terms and conditions. If you do not agree to these policies and conditions, please do not purchase a membership, and do not proceed with this transaction.