

MJ PIANO LESSONS TERMS AND CONDITIONS

Welcome to MJ Piano Lessons!

What are these terms about?

These Terms apply when MJ Piano Lessons provides piano tuition and any related services to the student identified in the relevant invoice (**Student**).

The person who books or requests the Lessons for the Student is the '**Customer**'. Where the Student is 18 years or older and books the Lessons for themselves, the Customer and the Student are the same person.

Each invoice issued by MJ Piano Lessons will set out the Lesson Details for the relevant Teaching Term (that is, the days, times, dates, format and location of the Lessons), together with the Fees, any Learning Materials, and the payment due date and payment method.

That invoice should be read together with these Terms. Together, they form the agreement between MJ Piano Lessons and the Customer.

Do these Terms apply to future Lessons?

Once accepted, these Terms will continue to apply to all subsequent Lessons and invoices issued by MJ Piano Lessons until the Agreement is terminated or these Terms are replaced in accordance with Clause 1.

This means the Customer does not need to sign or accept a new copy of these Terms for each new invoice or school term.

Please make sure these Terms are read before booking, attending or paying for any Lessons.

1 THE AGREEMENT

- (a) The person receiving the Lessons and identified in the applicable invoice issued by MJ Piano Lessons (**Invoice**) is the student (**Student**).
- (b) The person who books or requests the Lessons for the Student is the customer (**Customer**). Where the Student is 18 years or older and books or requests the Lessons for themselves, the Customer and the Student are the same person.
- (c) If the Student is under 18 years old, the Customer must be 18 years or older and represents and warrants that they are the Student's parent or legal guardian and have authority to enter into this Agreement and consent to the Student attending the Lessons.
- (d) MJ Piano Lessons may, at the Customer's request, address an Invoice to and accept payment from a person other than the Customer. However, that person does not become a party to this Agreement by reason of being invoiced or making a payment, and the Customer remains liable for the Fees.
- (e) MJ Piano Lessons will issue an Invoice for each lesson period (**Teaching Term**). Each Invoice will set out:
 - (i) the Teaching Term and the days, times, dates, format and location of the Lessons (**Lesson Details**); and
 - (ii) the Fees, any Learning Materials, and the payment due date and payment method.
- (f) These Terms, together with each Invoice (including the Lesson Details), form the agreement between MJ Piano Lessons and the Customer (**Agreement**).
- (g) The Customer will be taken to have accepted this Agreement if, after receiving or becoming aware of these Terms, the Customer books, requests, accepts or pays for any Lessons, or permits the Student to attend any Lessons.
- (h) Once accepted, these Terms will continue to apply to all subsequent Lessons and Invoices until this Agreement is terminated or these Terms are replaced in accordance with clause 1(i).
- (i) MJ Piano Lessons may replace these Terms by providing the replacement terms to the Customer. The replacement terms will apply to Lessons the subject of any Invoice issued after the replacement terms are provided, and will not affect Lessons already booked and paid for.
- (j) In the event of any inconsistency between these Terms and any Invoice, these Terms will prevail to the extent of the inconsistency.

2 STUDENT RESPONSIBILITIES

- (a) The Customer must ensure that the Student can participate safely in the Lessons, with appropriate support or adjustments, and complies with any obligation under this Agreement that is expressed to apply to the Student. The Customer must tell MJ Piano Lessons about any relevant support or safety needs.
- (b) The Student is responsible for their own acts in Lessons and must carry out all activities in a safe and responsible manner.
- (c) If the Student wishes to learn a particular style or piece of music that is not available in a pedagogically graded music course book:
 - (i) the Student is responsible for searching for and identifying suitable sheet music, textbooks or other materials;
 - (ii) any materials identified by the Student must be approved by MJ Piano Lessons as appropriate for tuition before they are used in the Lessons;
 - (iii) unless otherwise agreed, MJ Piano Lessons is not required to search for or source those materials on the Student's behalf; and
 - (iv) the Customer is responsible for purchasing any approved materials, and the Customer must ensure that the Student brings them to the relevant Lesson.

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- (d) **(Policies)** The Customer must comply with, and must ensure that the Student complies with any reasonable parking, visitor, access and premises policies notified by MJ Piano Lessons or made available at <https://www.mjpianolessons.com.au/location>, as updated from time to time. Material or repeated failure to comply with those policies may result in MJ Piano Lessons terminating this Agreement in accordance with clause 10.1.

3 PARENTAL / LEGAL GUARDIAN CONSENT

This clause 3 applies where the Student is under 18 years old.

- (a) The Customer confirms that they are the Student's parent or legal guardian and consents to the Student attending and participating in the Lessons.
- (b) The Customer is responsible for arranging the Student's attendance at the Lessons.
- (c) The Customer must provide MJ Piano Lessons with any information reasonably necessary for MJ Piano Lessons to provide the Lessons safely and appropriately to the Student.

4 LESSONS

- (a) In consideration for the payment of the fees set out in the applicable Invoice (**Fees**), MJ Piano Lessons will provide the Student with the piano tuition and any related services set out in that Invoice (**Lessons**).
- (b) Unless otherwise agreed, MJ Piano Lessons may, in its discretion, not allow a Student to attend any Lessons until any Fees or deposit payable in respect of such Lessons have been paid.
- (c) **(Lesson Times)** Unless otherwise specified in the applicable Lesson Details:
- (i) all dates and times applying to the Lessons are references to the local time in Sydney, New South Wales, Australia; and
 - (ii) any work relating specifically to the Student's tuition, including reviewing or marking homework, sourcing or reviewing music and other Learning Materials, and discussing the Student's progress, will be undertaken during the Student's scheduled Lesson time. MJ Piano Lessons is not required to undertake such work outside the scheduled Lesson time.
- (d) Unless otherwise set out in the Lesson Details, the Lessons will be provided by MJ Piano Lessons at 5/56 Sloane Street, Summer Hill NSW 2130 (or such other address as determined by MJ Piano Lessons) on a digital or other piano. Where specified in the Invoice, the Lessons may also include Learning Materials, subject to clause 5.
- (e) **(No Other Materials Provided)** Unless otherwise agreed with MJ Piano Lessons, no other material, such as sheet music, or text books, will be provided by MJ Piano Lessons.
- (f) **(Online Lessons)** Lessons can be provided online, provided the Student has access to the relevant instrument and a device capable of video calls (such as a mobile phone or computer). Online lessons are available to all students at any point in the Teaching Term, subject to agreement by MJ Piano Lessons (in its sole discretion).
- (g) **(No professional certification)** There is no professional certification provided for the Lessons. Students may elect to sit exams with the Australian Music Examination Board to have their practical piano, theory or musicianship studies assessed and achievements certified.
- (h) **(No replacement Lessons)** If a Student cannot attend a Lesson for whatever reason, the Customer acknowledges and agrees that (except to the extent required by law, or otherwise as contemplated by these Terms) MJ Piano Lessons is not required to provide a replacement Lesson, and no refunds will be given.

5 LEARNING MATERIALS

If any textbooks, sheet music or other learning materials are specified in the Invoice (**Learning Materials**) then:

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- (a) the Customer must pay the cost of the Learning Materials to MJ Piano Lessons in addition to the Fees;
 - (b) the Customer acknowledges and agrees that MJ Piano Lessons will purchase the Learning Materials on behalf of the Student (subject to subclause 5(a));
 - (c) the purchase of Learning Materials by MJ Piano Lessons on behalf of the Student may be subject to the terms and policies of the relevant third-party supplier, including any restrictions on returns, exchanges or refunds, or any applicable no refund policy;
 - (d) to the extent permitted by law, the Customer acknowledges that MJ Piano Lessons is not responsible for any restriction on returns, exchanges or refunds imposed by the relevant third-party supplier; and
 - (e) MJ Piano Lessons makes no warranties as to the content of the Learning Materials and, to the fullest extent permitted by law, excludes any implied warranties in respect of the Learning Materials.

6 PAYMENT AND CANCELLATIONS

6.1 FEES

- (a) The Customer must pay to MJ Piano Lessons the Fees in the amounts and at the times set out in the Invoice or as otherwise agreed in writing.
- (b) Payment of the Fees is to secure the Student's Lessons at the specified time with MJ Piano Lessons during the Teaching Term.

6.2 ACTIVE AND CREATIVE KIDS VOUCHERS

- (a) MJ Piano Lessons may accept a valid Active and Creative Kids Voucher (**Voucher**) for the amount available on the Voucher, subject to the terms set out in this clause 6.2 and any other terms and conditions applying to the Active and Creative Kids voucher program (accessible here: <https://www.service.nsw.gov.au/terms-and-conditions/active-and-creative-kids-voucher-customers>), provided that the Voucher:
 - (i) is valid and has not expired at the time of redemption by MJ Piano Lessons;
 - (ii) has not been previously used for any other services;
 - (iii) has sufficient value available on the Voucher; and
 - (iv) is eligible to be redeemed for the relevant Lessons.
- (b) To redeem a Voucher, the Customer must email the Voucher for each Student to MJ Piano Lessons.
- (c) In the event that a Voucher has been applied by MJ Piano Lessons to an Invoice and for any reason whatsoever the Voucher is not able to be applied or redeemed for the amount it was applied towards (including where only a partial amount is available), the Customer will be notified within seven (7) days and a new Invoice will be issued for the amount outstanding and the Customer must pay that Invoice in accordance with its terms before the Lessons will be provided.

6.3 CANCELLATIONS AND RESCHEDULING

- (a) If the Customer cancels a Lesson, or the Student does not attend a Lesson at the agreed time for any reason, then no refund of the Fees for that Lesson will be given.
- (b) Before asking to cancel a Lesson, the Customer and Student are encouraged to consider taking the Lesson online rather than in person.
- (c) MJ Piano Lessons may, in its discretion, permit one (1) Lesson to be rescheduled during the Teaching Term, provided the Customer provides more than two (2) days' notice prior to the Lesson (**Rescheduled Lesson**).
- (d) Any Rescheduled Lesson will be at a time and date as specified by MJ Piano Lessons, subject to availability. If the Student is unable to attend the Rescheduled Lesson, then that Lesson shall be forfeited.

6.4 INVOICES

Unless otherwise agreed in writing:

- (a) the Fees must be paid by the due date specified in the applicable Invoice; and
- (b) if no due date is specified, the Fees must be paid within 14 days after the Invoice is issued.

6.5 PAYMENT METHOD

The Fees must be paid using the payment method specified in the applicable Invoice.

6.6 GST

Unless otherwise indicated in the Invoice, the Fees and any other amounts payable under this Agreement are inclusive of GST. MJ Piano Lessons will issue a tax invoice for each taxable supply. GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

6.7 CARD SURCHARGES

- (a) MJ Piano Lessons does not apply surcharges to payments made using the Visa, Mastercard, eftpos or American Express networks.
- (b) MJ Piano Lessons may, at the time a payment is processed, apply a surcharge to payments made using Diners Club, or any other payment method that is not subject to the RBA surcharging restrictions or to a no-surcharge rule of the relevant card scheme.
- (c) For the purposes of this clause, the “**RBA surcharging restrictions**” means the restrictions on payment surcharges imposed in 2026 by the Reserve Bank of Australia under the *Payment Systems (Regulation) Act 1998* (Cth) and any associated standards, determinations, or instruments in force from time to time, which generally limit a merchant’s ability to impose surcharges above the cost of acceptance.

6.8 THIRD PARTY PAYMENT TERMS

- (a) MJ Piano Lessons may make available a third party payment platform through which Fees can be paid (**Third Party Payment Platform**).
- (b) Any payment made using a Third Party Payment Platform may be subject to the terms and conditions of the relevant third-party provider as they apply at the time of use.
- (c) To the extent permitted by law, MJ Piano Lessons is not liable for the acts or omissions of a Third Party Payment Platform, including any failure, delay or error in processing a payment.
- (d) The use of a Third Party Payment Platform, including by a person other than the Customer, does not affect the Customer’s obligation to ensure that the Fees are paid in accordance with this Agreement.

7 WARRANTIES

- (a) Except as expressly provided in this Agreement, MJ Piano Lessons excludes all warranties and representations, either express or implied, to the extent permitted by law.
- (b) Where the *Competition and Consumer Act 2010* (Cth) or any other legislation implies a condition or warranty into this Agreement that cannot be excluded, MJ Piano Lessons’ liability for any breach of such condition or warranty will be limited, at its option, to:
 - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair;
 - (ii) in the case of Lessons, the supply of the Lessons again, or the payment of the cost of having them supplied again.

8 LIMITATION OF LIABILITY

- (a) To the extent permitted by law and except for liabilities under the *Competition and Consumer Act 2010 (Cth)*, MJ Piano Lessons excludes liability for indirect, special, and consequential damages, and damages for loss of revenue, profits, and goodwill.
- (b) To the extent permitted by law, where liability cannot be excluded, it is limited to the total money paid to MJ Piano Lessons under this Agreement up to the event causing the liability.

9 INDEMNITY

The Customer agrees to indemnify MJ Piano Lessons against any loss, damage, liability or cost reasonably incurred by MJ Piano Lessons arising from:

- (a) a breach of this Agreement by the Customer; or
- (b) any intentional, reckless or negligent act or omission of the Customer or Student that causes personal injury or loss of or damage to property,

except to the extent that the loss, damage, liability or cost was caused or contributed to by any negligent or wrongful act or omission of MJ Piano Lessons.

10 TERMINATION

10.1 TERMINATION BY MJ PIANO LESSONS

MJ Piano Lessons may terminate this Agreement in whole or in part by written notice to the Customer if:

- (a) the Customer is in breach of any term of this Agreement and fails to remedy the breach within a reasonable period after being requested to do so; or
- (b) the Customer or Student engages in serious misconduct or unsafe behaviour in connection with the Lessons.

10.2 SURVIVAL

- (a) Termination or expiry of this Agreement will not affect any rights, liabilities or obligations that accrued before the date of termination or expiry.
- (b) Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination, including without limitation clauses 6, 7, 8, 9 and 11.4.

11 GENERAL

11.1 GOVERNING LAW

This Agreement is governed by the law applying in New South Wales.

11.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

11.3 NOTICES

- (a) Any notice given under these Terms must be in writing.
- (b) A notice to MJ Piano Lessons must be sent to the contact details specified in the applicable Invoice or otherwise most recently notified by MJ Piano Lessons to the Customer.
- (c) A notice to the Customer must be sent to the contact details most recently provided by the Customer to MJ Piano Lessons in connection with the Lessons.

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- (d) A notice may be sent by standard post or email and will be regarded as given and received 7 business days in the case of post, or 24 hours after the email was sent.

11.4 DISPUTES

Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

11.5 CONFIDENTIALITY

Except as contemplated by these Terms, each party must not, and must not permit any of its employees, agents or contractors to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent except as required by law.

11.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

11.7 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.8 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

11.9 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.