LESSON OUTLINE	
Student	Name: Address: Contact:
Parent / Legal Guardian	Name: Example only Address: Contact:
MJ Piano Lessons	Justin Dale McKee trading as MJ Piano Lessons (ABN 39 178 513 233) Email: info@mjpianolessons.com.au Address: 5/56 Sloane Street, Summer Hill NSW 2130
Term	day/month/year to day/month/year
Lessons	45 or 60 minute piano lessons on (DAY of the week) at (TIME of the day) Sydney, Australia time during the Term.
Learning Material	Not applicable. Student to purchase their own learning materials.
Fees	Fees: $XXX.00 plus any Learning Material costs (if applicable). Due Date(s): as set out in the invoice issued by MJ Piano Lessons for these Fees.
Fee Payment Method	You can pay by cash or Direct Debit. Account name: Justin McKee BSB: XXX Account number: XXX
Special Conditions	Parking: All clients and visitors must park on the street. Vehicles are not permitted to enter the residential premises, including for drop-offs or pick-ups.

By signing below, the Parent / Legal Guardian (if applicable), and the Student agree to the terms and conditions of this Lesson Outline and the Terms attached.

The Parent / Legal Guardian consents to their child participating in the Lessons and agrees to, and guarantees the performance of, these Terms on behalf of the Student.

Signed as an agreement on _____ (date)

Signed by the Student and the parent or legal guardian of the student on behalf of the Student	
_____	_____
Signature of student	Signature of parent or legal guardian
_____	_____
Full name of student	Full name of parent or legal guardian

TERMS

These Terms, together with any Lesson Details (defined in clause 1), set out the agreement (this '**Agreement'**) under the terms of which Justin McKee (ABN 39 178 513 233) trading as MJ Piano Lessons (**MJ Piano Lessons**) provides Lessons (defined in clause 4) to you and your children (if applicable) (the '**Student'**).

1. LESSON DETAILS, THIS AGREEMENT

(a) These Terms will apply to all the Student's dealings with MJ Piano Lessons, under which MJ Piano Lessons is to provide Lessons and services to the Student as set out in the Lesson Outline or any invoice (each a '**Lesson Details**'), together with any additional terms included in such Lesson Outline or invoice (provided such additional terms are recorded in writing).

(b) The Student will be taken to have accepted this Agreement if the Student and their Parent / Legal Guardian accepts a Lesson Outline, or if the Student orders, accepts or pays for any Lessons provided by MJ Piano Lessons after receiving or becoming aware of this Agreement or these Terms.

(c) In the event of any inconsistency between these Terms and any Lesson Details, the clauses of these Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Lesson Details) will prevail over these Terms to the extent of any inconsistency.

2. REPONSIBILITY FOR YOUR OWN ACTS

(a) You must ensure that any Lesson is suitable for you and that you are fit, able and in good health to take the Lesson.

(b) Students are responsible for their own acts in Lessons and must carry out all activities in a safe and responsible manner.

(c) Students wishing to learn specific styles or pieces of music during the lesson that are not available in a pedagogically graded music course book are solely responsible for identifying and, if applicable, purchasing the required sheet music, text books, or other material before the Lessons and bring to the Lessons.

3. PARENTAL / LEGAL GUARDIAN CONSENT

3.1 ASSUMPTION OF RESPONSBILITY

(a) Parents / Legal Guardians assume the responsibility for Students attending Lessons and must consent to Students attending Lessons.

(b) Any obligation or responsibility under this Agreement that is expressed to be assumed by the Student, will also be assumed by the Parent / Legal Guardian as a guarantor.

(c) Parents / Legal Guardians must ensure that any Lesson is suitable for their Student and that the Student is fit, able and in good health to take the Lesson.

(d) In agreeing to allow their child to take a Lesson, you as a Parent / Legal Guardian acknowledge and agree to:

(i) release and discharge MJ Piano Lessons from all claims arising from, or in connection with, your child and the Lessons;

(ii) indemnify, keep indemnified and hold harmless MJ Piano Lessons, to the extent permitted by law in respect of any claim as a result of or in connection with the Lessons; and

(iii) You have read the Terms and consent for your child to participate in the Lessons and agree to be bound by any MJ Piano Lessons rules and procedures.

4. LESSONS

(a) In consideration for the payment of the fees set out in the Lesson Details (**Fees**), MJ Piano Lessons will provide the Student with Lessons set out in a Lesson Details (**Lessons**).

(b) Unless otherwise agreed, MJ Piano Lessons may, in its discretion, not allow a Student to attend any Lessons until the Student has paid any Fees or deposit payable in respect of such Lessons.

(c) The Lessons include tuition for the time set out in the Lesson Details in piano or other instrument 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 Roland HP603 digital piano (or similar) and, where indicated in the Lesson Details, the Learning Material subject to cl.

(d) (**No Other Materials Provided**) No other material, such as Lesson Detailss, sheet music, or text books, will be provided by MJ Piano Lessons.

(e) (**Online Lessons**) Lessons can be provided online video a video link, 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 Term, subject to agreement by MJ Piano Lessons (in their sole discretion).

(f) (**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.

(g) (**No replacement Lessons**) If a Student cannot attend a Lesson for whatever reason, the Student 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 a Learning Material is included as part of the Lesson Details then:

(a) The Student or Parent / Legal Guardian agrees to pay the cost of the Learning Material to MJ Piano Lessons in addition to the Fees.

(b) The Student (or where relevant the Parent / Legal Guardian) acknowledges and agrees that MJ Piano Lessons will purchase the Learning Material on behalf of the Student (subject to subclause (a) above).

(c) Any service including but not limited to the Learning Material that requires MJ Piano Lessons to acquire goods and services supplied by a third party on behalf of the Student may be subject to the terms and conditions of that third party (**Third Party Terms**), including ‘no refund’ policies.

(d) Students agree to familiarise themselves with any Third Party Terms applicable to any such goods and services and, by instructing MJ Piano Lessons to acquire the goods or services on the Student’s behalf, the Student or Parent/Legal Guardian where applicable will be taken to have agreed to such Third Party Terms.

(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 Student must pay to MJ Piano Lessons the Fees in the amounts and at the times set out in the Lesson Details or as otherwise agreed in writing.

(b) The payment of the Fees is to secure your Lessons at the specified time with MJ Piano Lessons during the Term.

6.2 CREATIVE KIDS VOUCHERS

(a) MJ Piano Lessons will accept Creative Kids Vouchers for the amount available on the voucher subject to the terms set out in this clause 5 and any other terms and conditions imposed by Creative Kids, and provided the voucher:

(i) is valid at the time of redemption by MJ Piano Lessons;

(ii) has not been previously used for any other services; and

(iii) there is sufficient value available on the Voucher.

(b) To redeem a Creative Kids Voucher, Students (or where applicable Parents / Legal Guardians) must email their valid voucher for each Student to MJ Piano Lessons.

(c) In the event that a Creative Kids 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 Student (or Parent / Legal Guardian where applicable) will be notified within seven (7) days and a new invoice will be issued for the amount outstanding and the Student or Parent / Legal Guardian must pay that invoice in accordance with its terms before the Lessons will be provided.

6.3 CANCELLATIONS AND RESCHEDULING

(a) If the Student chooses to cancel a Lesson or for whatever reason does not attend a Lesson at the agreed time, then no refund of the Fees will be given.

(b) Before asking to cancel a Lesson, Students are encouraged to consider taking the Lesson online rather than in person.

(c) MJ Piano Lessons may in their sole discretion permit one (1) Lesson to be rescheduled during the Term, provided the Student 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 the Lesson Details:

(a) if MJ Piano Lessons issues an invoice to the Student, payment must be made by the time(s) specified in such invoice; and

(b) in all other circumstances, the Student must pay for all goods and Lessons within 2 weeks of receiving an invoice for amounts payable.

6.5 PAYMENT METHOD

The Student must pay Fees using the fee payment method specified in the Lesson Details.

6.6 GST

Unless otherwise indicated, amounts stated in a Lesson Details do not include GST. In relation to any GST payable for a taxable supply by MJ Piano Lessons, the Student must pay the GST subject to MJ Piano Lessons providing a tax invoice.

6.7 CARD SURCHARGES

MJ Piano Lessons reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

6.8 THIRD PARTY PAYMENT TERMS

MJ Piano Lessons may offer a Third Party Payment Platform for you to make any payments (**Third Party Payment Platform**). If you choose to use such Third Party Payment Platform to make a payment under these Terms you warrant that you have read, understood and agree to be bound by the terms of that Third Party Payment Platform from time to time.

6.9 GIFT VOUCHERS

(a) Individuals may purchase gift vouchers redeemable for lessons with MJ Piano Lessons (**Gift Voucher**).

(b) Gift Vouchers will only be available for a full Term (consistent with the NSW school terms).

(c) Gift Vouchers must be redeemed within 12 months from the date of issue, being the date that payment for the Gift Voucher was made.

(d) Gift Vouchers are non-refundable nor redeemable for cash.

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; or

(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) 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 Student (or the Parent / Legal Guardian, if applicable) agrees to indemnify MJ Piano Lessons against losses, damages, and liabilities arising from any intentional misconduct or gross negligence by the Student or its personnel.

10. TERMINATION

10.1 TERMINATION BY MJ PIANO LESSONS

MJ Piano Lessons may terminate this Agreement in whole or in part immediately by written notice to the Student if the Student is in breach of any term of this Agreement.

10.2 SURVIVAL

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 5, 7, 8 and 9.

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

Any notice given under these Terms must be in writing and addressed to MJ Piano Lessons at the details set out in the Lesson Details. A notice may be sent by standard post or email and will be regarded as given and received 76 hours 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.

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 SURVIVAL

Any provision of these Terms 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 3,4,5,6,7,8 and 9.

11.8 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.

11.9 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.

11.10 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.