



**AEOLIAN**  
♦ MUSIC ACADEMY ♦

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## Terms and Conditions

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**Enquiries:** [learn@amacademy.com.au](mailto:learn@amacademy.com.au)

Current as of 12 January 2016

**Principal/Director:** David Nikolas Brodsky  
[dbrodsky@amacademy.com.au](mailto:dbrodsky@amacademy.com.au)

**Aeolian Music Academy is a registered business of ICDB Pty Ltd**

**ABN 53 600 350 927**

**ACN 600 350 927**

## 1.0 PARTIES CONCERNED

The affiliation of parties concerned is in the following manner:

- 1.1 In the case of tuition services paid for by a parent/guardian, lessons are considered to be a private arrangement between Aeolian Music Academy and the parent/guardian involved.
  - 1.1.2 In the case of tuition paid for by a relative/friend of the student's parent/guardian, any monetary consideration between the parent/guardian and the relative/friend, are not concerns of Aeolian Music Academy and lessons are still considered to be a private arrangement between Aeolian Music Academy and the parent/guardian.
- 1.2 In the case of lessons being paid for by an independent student, lessons are considered to be a private arrangement between Aeolian Music Academy and the student.
  - 1.2.2 In the case of lessons paid for by a relative/friend of the independent student, any monetary consideration between the student and the relative/friend, are not concerns of Aeolian Music Academy and lessons are still considered to be a private arrangement between Aeolian Music Academy and the independent student.
- 1.3 The parent/guardian who assumes payment of tuition services, and the parent/guardian who assumes responsibility over the schedule (including travel), and any independent student, are all hereafter referred to as "the client" throughout this document.
- 1.4 Aeolian Music Academy may be hereafter referred to as "AMA" throughout this document.
  - 1.4.1 Any clause relating to a responsibility or action of a member of staff or other representative of AMA may be assumed a responsibility or action of AMA.

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- 1.5 AMA is a registered business name under the security of ICDB Pty Ltd. Any reference to AMA in this document is synonymous with ICDB Pty Ltd.

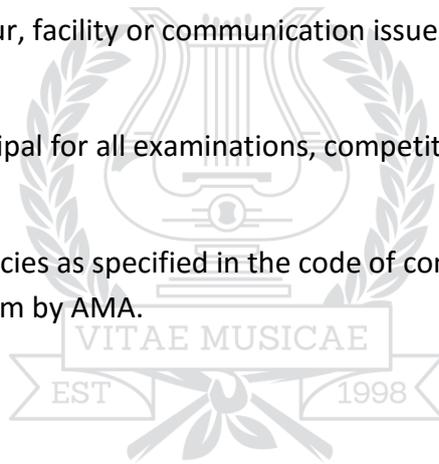
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- 1.6 "Management" is synonymous with "Principal", "Director", or any staff member or representative of AMA who has authorisation to make a decision regarding an applicable circumstance.

## 2.0 THE TUTOR

These clauses are included for client understanding. The Tutor is required to:

- 2.1 Provide AMA the details of their qualifications, current Blue Card, contact information, and referee reports. (Some of these details may be relayed to the client at the discretion of management).
- 2.2 Be punctual to ensure that duty of care is maintained at all times. If a delay occurs, this is to be communicated with all parties concerned immediately.
- 2.3 Provide music tuition services as required and to the best of their ability.
- 2.4 Conduct themselves in a professional manner and uphold the values and philosophies of AMA at all times.
- 2.5 Report any behaviour, facility or communication issues to the Principal for appropriate action.
- 2.6 Liaise with the Principal for all examinations, competitions, and events that involve the students.
- 2.7 Adhere to other policies as specified in the code of conduct and contract provided agreed between them by AMA.



### **3.0 INVOICING, PAYMENTS, AND PRIVACY**

- 3.1 AMA will invoice clients at the commencement of each school term for the number of lessons to be held during that term.
  - 3.1.1 For students commencing when a school term is in progress, AMA will invoice the client for the number of lessons to be held during the remainder of the term.
- 3.2 Should a lesson be owed by AMA (eg. in the form of a “catch-up” or “make up” lesson) these are required to be negotiated between the tutor and the client, and are to be finalised during the term in the form of tuition (amount owed). If no arrangement for make up lessons can be reasonably arranged, a credit or adjustment may be applied to the current or immediately subsequent invoice, at the discretion of management.
- 3.3 Invoices state payment methods clients have available to them and payment terms for all invoices are 14 days net.
- 3.4 AMA reserves to right to exercise promotional deals and offer discounts at its discretion.

- 3.5 AMA will make reasonable effort to remind clients of due payments if fees have not been received nearing or by the due date, in order to prevent clients from falling into arrears.
- 3.6 For one-off credit card payments, AMA will not record or capture financial information (including credit card numbers), but process the transaction and immediately destroy any sensitive information collected.
- 3.7 Clients may wish to store credit card information with AMA in order to register for recurring payments. Every effort will be taken by AMA to ensure that all confidential information will be treated with utmost secrecy and respect. No physical copies will be kept, but a soft copy will be recorded on AMA's online credit card facility, which is a secure website provided by a registered financial institution.
- 3.7.1 AMA does not pass on financial information to any other party. Private information limited to name and email address may be shared with affiliated parties, but will be specifically stated on any such occasion.
- 3.7.2 AMA will comply with any request from a client to disclose to them the nature of the information which has been collected or shared.
- 3.7.3 AMA will comply with any request from a client to remove any information which has been collected. AMA will comply with any request from a client to pass on a request to any affiliated party to remove any information which has been collected.
- 3.8 Any communications in reference to item 3 (Invoicing, Payments, and Privacy) should be met with due consideration and understanding between all parties concerned.

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## 4.0 THE CLIENT

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Clients are to ensure that they:

- 4.1 Understand they are entering into a financial agreement with AMA.
- 4.2 Comply with instructions provided on the invoice, or contact AMA if a problem occurs.
- 4.2.1 Should a difference in understanding about any details of the invoice arise (eg. amount due, fee descriptions, due date, adjustments, discounts, etc.), these are to be brought to the attention of AMA before the due date listed on the invoice.

- 4.2.2 Any arrangement or amendments with regard to item 4.2.1 should be agreed upon between AMA and the client, with consideration and understanding given to and by all parties concerned.
- 4.2.3 Understand that delays of 1-2 business days may occur between financial institutions when paying by electronic funds transfer; and delays of 3-5 business days may occur when paying by cheque. While options exist by which to pay an invoice, it is the client's responsibility to ensure these time delays are taken into account, and to make sure payments are made prior to the due date where applicable.
- 4.2.4 It is preferred that cash, or any other payment instrument, is not handled by dependent children at any time.
- 4.2.5 Failure to pay invoices, or to engage in a reasonable amount of communication about intentions to pay, may result in refusal of tuition services, collection procedures with an independent agent, and in severe cases, legal action.
- 4.2.6 In cases where unpaid accounts are referred to an independent debt collection agent, AMA reserves the right to pass on contact information and details about the account to such a provider, in order to allow the service to contact the client and a negotiate financial agreements. In such an event, any fees or commissions associated with engaging the debt collection agent may be borne by the client, at the discretion of management.
- 4.3 Do everything reasonable to make sure dependent students arrive on time and are prepared with appropriate equipment/materials with all tasks required of their respective tutor completed for their lesson.
- 4.3.1 If this requirement is not met, it is the discretion of the Tutor whether a change in lesson duration will occur, based on the student's "readiness". The full lesson fee will stand in this circumstance.
- 4.3.2 The Tutor will do everything reasonable to ensure continuity in learning for the student, though the teaching materials and/or process in this instance may differ in nature and/or relevance.
- 4.4 Parents are responsible for collection of dependent children upon completion of the lesson.
- 4.5 Advise AMA with at least 24 hours' notice if a lesson it to be missed, so that a make up (or catch-up) lesson may be scheduled, or another arrangement or amendment put in place.

- 4.5.1 It is the discretion of management whether a time period of less than 24 hours will be accepted, and will usually be reserved only for severe or extenuating circumstances.
- 4.6 Understand that course materials such as books, recordings (if applicable), and other equipment are a required expense of the student's tuition on top of the lesson charge. AMA will provide details and costs of any required materials to clients, and will invoice accordingly.
- 4.6.1 It is the discretion of AMA whether any materials will be provided to the student at no charge.
- 4.7 Check email accounts, voicemail, postal locations, and course materials as acceptable means of communication from AMA to the client.
- 4.7.1 If negligence to check for communication occurs, it will not be accepted as influence in any negotiation of an invoice or schedule.
- 4.8 Understand that withdrawing a student from AMA's program requires at least 4 weeks written notification.
- 4.8.1 It is the discretion of AMA whether another form of communication from the client is acceptable.
- 4.8.2 It is the discretion of AMA whether any lesson charges above the minimum 4 weeks' notification period (on the current invoice) will be refunded or credited.
- 4.8.3 It is the discretion of AMA whether a shorter notification period is accepted.
- 4.8.4 If less than 4 weeks is remaining on a paid invoice, it is the discretion of AMA whether an additional invoice will be issued to the client to recover charges of a full 4 week notification period.

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◆ 4.9.5 All lessons are assumed to continue into subsequent terms until AMA is notified otherwise.

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- 4.9 Online completion of the AMA enrolment form, submitting a signed print copy of the AMA enrolment form, the payment of tuition fees, confirming of enrolment (verbal or written), or commencement of tuition services, are all deemed as entering into a contractual agreement of the full terms and conditions of tuition as stated in this document, as well as the standard conditions as stated on the enrolment form or during the online enrolment process. This agreement stands in the present state of the two documents at time of accepting, signing, payment, confirmation, or commencement, and any subsequent revisions of the two documents.

- 4.9.1 AMA will continue to make available to all clients the most up-to-date version of the full terms and conditions of tuition.
- 4.9.2 Clients may request a copy of the terms and conditions from AMA at any time.
- 4.9.3 AMA will make available and downloadable at all times an up-to-date version of the terms and conditions online at [www.amacademy.com.au](http://www.amacademy.com.au)

## 5.0 TREATMENT OF AUDIO AND VISUAL MATERIAL

- 5.1 Parents/guardians may agree or disagree at the time of enrolment for AMA to use any photographs or audio/visual footage of their enrolled child(ren) to be used for promotional purposes, including marketing and social media.
  - 5.1.1 Promotional events may occur at any time, and without notification from AMA to clients or students.
  - 5.1.2 Opting in may occur at any time with written communication from the client to AMA. Opting out may occur at any time and in any form of communication.
  - 5.1.3 Parents may request details or a copy of any published materials containing images of their enrolled child(ren) at any time. No cost to the client will arise from the request and delivery of such material.
- 5.2 Clients may agree or disagree at the time of enrolment or anytime during the engagement, for AMA to record lessons with an audio/visual device and share the footage with the client only and directly. Such a service would be designed as a tool of service to the client, and a tool of education to the student.

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5.2.1 Footage of recorded lessons will not be used for promotional material at any time. Every effort will be taken by AMA to ensure that all recorded footage of lessons will be treated with utmost secrecy and respect.

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- 5.2.2 In most cases, a maximum number of five recorded lessons may be stored and shared. AMA will remove the footage periodically as data capacity dictates.
- 5.2.3 This service is not a saleable product/service and the quality/presence of/access to footage is not guaranteed. No cost to the client will arise from participation in this service, nor the access to recorded material.
- 5.2.4 AMA is not responsible for any implications of data limits or charges clients might incur as a result of accessing recorded material over a mobile network nor any other paid internet service.

5.2.5 For details of any system implemented by AMA to record lessons, please refer to the AV Consent/Withdrawal form.

## 6.0 TOUCHING POLICY

- 6.1 All parties understand that a certain degree of physical touch may occur between the tutor and the student in music tuition. This often occurs during the lesson when the tutor may need to assist the student with various physical aspects of playing musical instruments, including but not limited to: Correcting posture; correcting hand position; instructing on proper breathing techniques; and, instruction in handling the instrument.
- 6.2 Touching is mainly done with fingertips only, and should not include the palm in most cases. It occurs only on parts of the body required to execute particular musical techniques.
- 6.3 Tutors will seek the permission of the student before touching them in each case or lesson, unless the student gives future consent verbally.
- 6.4 The occasional pat on the back or shoulder, high-five, or fist-bump may occur and is served as encouragement to the student. This may occur in or outside of the lesson time and may involve hand-to-hand contact, including palms.
- 6.5 If a student wishes to hug a tutor, the tutor may agree to receive and reciprocate the gesture in the intended manner. This may occur in or outside of the lesson.
- 6.6 AMA utilises premises which have glass panes installed in studio doors, or otherwise windows, for full visual access at any time. In some cases, lessons will be recorded (refer to item 5.2).

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6.6.1 AMA will fully comply with, and treat very seriously, any lawful requests regarding complaints of physical contact.

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## 7.0 GENERAL INFORMATION

- 7.1 AMA will provide access to information regarding prices of tuition and other products and services.
- 7.1.1 AMA reserves the right to change prices in accordance to promotions, offers, and consumer price index, to a reasonable degree.

- 7.1.2 In the case a price is increased, AMA will provide notification in a clear setting and with a reasonable amount of time prior, or 4 weeks at the very least.
- 7.1.3 AMA reserves the right to offer, remove, or change any discounts on products and services, at the discretion of management.
- 7.2 The lesson duration initially requested by the client will be regarded as the default lesson duration for the remainder of a school term and to continue throughout the engagement as tuition extends beyond a school term.
- 7.2.1 An agreement may be made verbally or in writing between the client and AMA if an alternate arrangement is to occur, on a casual or ongoing basis.
- 7.3 Lessons are individual unless otherwise specified. Shared lessons (two students) are available if clients are able to arrange the second student to be involved in the lesson independent of AMA's intervention.
- 7.4 Tuition service are provided with AMA premises or approved premises unless otherwise agreed upon.
- 7.5 Parents/Guardians are permitted to observe any and all of their child's lessons at their own discretion.
- 7.5.1 Parents/Guardians are not required to give any notification to AMA if they wish to observe any/all of their child's lessons, though they may wish to do so out of consideration.



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**END OF DOCUMENT**