

Terms and Conditions

Live Online Classes

- Enrolments are welcome any time.
- You will need to have enrolled at least 2hrs prior to the next available Live Online Class to be included in that class.
- If you do happen to enrol after the 2hr window and wish to be included in the class we recommend giving us a call on 0403 789 455 to see if you can accommodate you.
- Class passes are valid for consecutive weeks with the first week being the class closest to your date of purchase.
- Once you have purchased your pass you will be emailed the link to the next Zoom class by 5pm on the day before the class is due to be run.
- Please don't share your link with anyone. We are a small business trying to get by during the COVID-19 changes. We rely on your honesty to keep your Zoom link for yourself only.

Enrolment policy

- Enrolments are welcome any time throughout the year.
- If you wish to enroll and there are no places available, you will be placed on a wait list and contacted as soon a place becomes available.
- The wait list places will be given by order of the earliest request.
- If you enroll after the start of term you will only be charged pro-rata for the remaining classes of that term.
- Your child's place with us will be guaranteed as soon as payment has been received.

Illness

- At Soundplay Australia your child's health is something we care about. We wipe down all our instruments with child safe cleaners after each class and strive to keep our environment fresh and clean.
- Although we take all reasonable steps to minimize the risk of infection and to provide you with a safe environment, participation is at your own risk. While all care is taken, we will not be held responsible for any illness or injury caused as a result of you or your child participating in Soundplay classes.

Subscription Payments (See below for Creative Kids Vouchers)

- All payments are by way of subscription. By submitting the enrolment form, inclusive of your contact details and credit card details, you request and authorize Jacqueline Freeman trading as Soundplay Australia to arrange for any amounts properly payable by you to Soundplay Australia to be debited from the account held at the Financial institution you have nominated via your online enrolment form, in person or by phone.
- Once you have enrolled and payment has been received, you have a guaranteed place in class. It's all yours! No need to worry about re enrolling or getting in first with tuition fees to secure your child's place before they are all taken.
- You will receive confirmation of your child's enrolment via email and receipt of payment
- By submitting the enrolment form, you agree to the tuition being deducted automatically via reoccurring billing. We will deduct the full terms tuition up to 10 working days before the beginning of each new term from your nominated account, until you give us written notice to stop.
- Term lengths may vary due to public holidays and adjusted start and end dates.
- Soundplay Australia reserves the right to change the length of any term, at any time. The maximum number of classes in any given term will be no greater than 11 and no less than 9.
- Tuition is charged at \$120 per term + GST whether that term is 9 or 11 classes in length (Terms are typically 10 weeks long)
- If you know in advance that you will be away for more than 3 classes in a term and **give us at least 1 months notice before term begins**, Soundplay Australia may choose to reduce your fees to accommodate this. This will be negotiated on a case-by-case basis. The decision of Soundplay Australia is final.

Refunds and Cancellations for classes at childcare centers

- You can cancel your subscription whenever you like. It's just a quick and easy request in writing to info@soundplayaustralia.com to let us know. All we need is a minimum 14 days notice prior to the next term tuition being due.
- Cancellations after this time, but before class starts will incur a fifty-dollar (\$50.00) administration fee.

- There are no refunds for cancellations made after term has commenced. Note: We roughly follow the NSW east coast public school term.
- Requests for refunds due to serious illness and/or injury must be made in writing to info@soundplayaustralia.com and accompanied by a medical certificate within 7 business days prior to the commencement of the program. Refunds will not be given for partial attendance.
- An administration fee of fifty dollars (\$50.00) will be charged for all refunds approved by Soundplay Australia.
- Refunds approved by Soundplay Australia will be processed within ten (10) business days from the date of approval.
- Soundplay Australia reserves the right to cancel any program or activity at any time. Every effort will be made to give reasonable notice to those who have enrolled when a program is cancelled, and a full refund will be given. In this case, an administration fee will not be charged.
- **There are no refunds or credits given if your child is absent from classes, changes their mind about wanting to participate or leaves the centre before term has finished.**

Creative Kids Vouchers

- Creative kids vouchers can be sent to us for redemption at any time of year.
- Creative Kids Vouchers are only valid for the year they are issued. Expired vouchers will not be accepted.
- If we receive a Creative Kids Voucher worth \$100 your account will only be charged \$32 for the next valid term.
- If the activity you have chosen is less than \$100 you cannot redeem the balance of the voucher.
- For a term to be valid it must start during the same year as the Creative Kids Voucher.
- We must receive your valid Creative Kids Voucher at least 14 days prior to the next term payment being deducted to enable them to be processed in time to be applied to that term.
- The voucher value cannot be reimbursed as cash, nor can it be transferred to another child. The voucher cannot be refunded back to you.
- If you supply us with your voucher after the current term payment has already been deducted, you can elect to have your voucher be applied to the next valid term (if available) or we may approve to refund you the equivalent value of the term payment already deducted, less the standard fifty-dollar (\$50.00) administration fee.
- Approval for the refund of an already paid term fee is at the sole discretion of Soundplay Australia and our decision is final.
- An administration fee of fifty dollars (\$50.00) will be charged for all refunds approved by Soundplay Australia.
- Refunds approved by Soundplay Australia will be processed within ten (10) business days from the date of approval.

Free Trial Classes

- A single Free trial class are available for any child who has not participated in a Soundplay Australia Music class before.
- You will be sent a discount coupon to the value of the a single (1) class to use when you enrol.
- This Coupon is not redeemable for cash or valid for use at any other time – See Discount Coupon terms and condition below.

Discount Coupons

1. Using Your Discount Coupon

- Discount Coupons will be sent to you via email and are only valid as a discount on the total term cost for the term they relate to. If this term date is not specified directly in the email, it should be understood that the relevant term is the term closest in date to the date of the email.
- If a customer applies a coupon to a term it is not meant for ie. to future terms, it will only cover the cost of the number of classes that equates to its value. For example: If you receive an email on January 10th 2017 offering a 50% discount coupon and you don't use that coupon to enrol in the next running term – namely Term 1 2017 and instead use that coupon to enrol your child in Term 2 2017, your child will only be enrolled to participate in 5 of the 10 available classes.
- Please note that our standard terms and conditions apply in respect of any enrolments placed using Discount Coupons and the Website terms of use for using our site also apply.
- By confirming your child's enrolment using the Discount Coupon you are accepting these terms and conditions. Any terms which you seek to impose in respect of the enrolment for Discount through this site will not form part of any contract between us.
- Please read these terms and conditions carefully before completing your enrolment. If you have any queries on these terms, please contact us before enrolling using a Discount Coupon.
- To the extent that there is any conflict or inconsistency between these terms and conditions and the Privacy Policy the following order of precedence will apply:

- Payment, refund and Cancellation policies
- Promotional Discount Voucher terms and conditions;
- Website terms of use;
- Privacy Policy.

2. Terms Relating To The Redemption Of Discount Coupons

- To Redeem Discount Voucher, you must enrol your child up via the Soundplay Website
- Only one Discount Coupon can be used per enrolment.
- You cannot use a Discount Coupon in conjunction with any other discounts or promotional offers unless the specific terms relating to the Promotional Discount Codes state that you can combine the Promotional Discount code with other offers.
- Discount Coupon have no cash redemption value. 2.7 Our standard terms and conditions of sale apply in respect of any orders placed using Discount Vouchers and the Website terms of use for using our site also apply.
- We reserve the right to vary or discontinue the Discount Coupon scheme at any time.

3. Our Right To Vary These Terms And Conditions

- We have the right to revise and amend these terms and conditions of sale from time to time including to reflect changes affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our site's capabilities.
- You will be subject to the policies and terms and conditions of sale in force at the time that you use your Discount Coupon, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

Special Offer

- If your child is moving to a new centre and you would like them to continue participating in Soundplay at their new centre, simply let us know:
 - 1. The name of the new centre they will attend.
 - 2. The directors full name at the time of attendance.
 - 3. The director of the centre they are attending's direct phone number.
 - 4. The email address of the centre they will be attending.
- If their new centre is happy to have Soundplay commence there, you will receive 6 months of Free Soundplay tuition at that centre when classes commence.
- The countdown of the 6 months will commence from the date of the first class delivered at that centre by Soundplay.
- This offer is not transferable or redeemable for cash.

Teacher(s)

- For stability and comfort, we will endeavour to have the same teacher teach your child for the duration of the Term.
- Due to certain circumstances such as illness, personal leave, cessation of employment or relocation we reserve the right to change the teacher at any time.

Contact

- You consent to be contacted and to receive information and advertising material via electronic communication such as email, SMS messages and telephone calls.
- All payment reminders, receipts and notifications will be sent to you via the email address you have provided in your enrolment form.
- You attest to having provided the correct contact details on the enrolment form and agree to inform Soundplay Australia in writing within 7 days of any changes to your payment or contact details.
- Soundplay will not be held responsible for, by not limited to, you incurring any fees, charges or missed information in alignment with the terms and conditions noted within, as a result of being provided with incorrect contact details or you failing to provide us with updated contact information.

Media

During classes we love sharing songs, media (photos, books, videos etc), creating music and exploring the magic life has to offer with your children. We find it a fabulous way to give your child a greater learning experience. We also love sharing it with family members and

publicly via our Social Media sites. It's a great way to share what happens in our classes, what the children are learning and how much fun they are having.

By enrolling Soundplay Australia classes and agreeing to these terms and conditions, you grant permission for media recordings including video, sound recording, and/or photographic images of your child/children to be created and or recorded during Soundplay Australia class activities by Jacqueline Freeman trading as Soundplay Australia ("Soundplay") as well as its staff and representatives.

This media may be used for the purpose of educating teachers and students of Soundplay in their class as well as in other preschools and classes and promoting and marketing Soundplay Australia and the Soundplay Australia education model. You also grant permission for this media to be published and publicly distributed.

Soundplay may publish such media in a variety of ways:

- As an image or recording of your child which appears in a photo, film and/or audio recording and publish such media image or recording on paper and/or on websites such as but not limited to, the Soundplay Australia Website and social media sites such as Facebook, Instagram etc.
- As an image or recording of your child, which may identify your child by first name and/or preschool only, family names will not be revealed.
- As material such as songs and rhymes co-created with students and teachers in Soundplay Australia classes. Note: all such material will be the sole property of Soundplay Australia.
- As music samples created by your child without identifying your child - or identifying your child by first name and/or preschool only.

By agreeing to our terms and conditions, you are authorising this to happen.

Nb. One of the reasons why consent is compulsory is that classes are a group activity. If for example, one child was not permitted to be included in pictures, videos or sound recordings, we would need to remove that child from the activity each time media was recorded which would be both disruptive to the class and upsetting to your child.

Photo/ Media Release: By enrolling your child/ children in Soundplay classes, you do hereby give permission for your child/children to be photographed or recorded for promotional materials including but not limited to flyers, web site/blog postings, video postings, Facebook, Instagram etc. You do so without expectation of compensation & with the understanding that the media created will be used by Soundplay Australia. You agree to indemnify and hold harmless from all and any claims Jacqueline Freeman trading as Soundplay Australia, it's nominated representatives and teachers.

Your consent will remain effective until such time as you advise Jacqueline Freeman trading as Soundplay Australia in writing otherwise. Soundplay Australia has no responsibility or obligation to remove media that has been captures and /or released prior to the date withdrawal of consent was received in writing.

All Material such as songs, rhymes and audio recordings created in Soundplay classes are and will remain the sole property of Soundplay and all rights reserved.

You also agree not to request access to any Soundplay Australia Facebook group you belong to who's purpose is to share pictures of children participating in Soundplay at your childcare centre on behalf of anyone other than those who are direct family relatives of your child participating in that centre.

Limitation of Liability

Soundplay Australia does not accept any liability for personal injury, property damage or loss sustained by any child as a result of his or her participation in a program due to any cause whatsoever subject to negligence of Soundplay Australia, its director or employees.

As a parent / guardian, you understand that there exists an element of risk when your child is undertaking any activity such as those delivered by Soundplay Australia. You also acknowledge that the Soundplay Australia staff will to the best of their ability, monitor and care for, the well-being and safety of my child. You acknowledge that there exists no reason as to why your child should not participate and also understand and agree that in the event of injury or illness, whilst in attendance at any Soundplay Australia class, you give your permission for a representative of Soundplay Australia to make decisions on your child's behalf concerning the most appropriate action to be taken with respect to your child's condition. Your child's participation is totally voluntary. You agree to assume the risk of such participation for your child, and further agree to hold harmless Jacqueline Freeman trading as Soundplay Australia, its subsidiaries,

affiliates, employees, agents and any other persons associated from any and all claims, suits, losses, or related causes of action for damages, including, but not limited to, such claims that may result from injury or death, accidental or otherwise arising in any way from the program.

Privacy

- Please refer to our privacy policy.

Informed consent

In ticking the box on your enrolment form that states “**I have read and agree to all Soundplay Australia's Terms & Conditions & Privacy Policy...**” and submitting the website form to us, you affirm that; you have read these documents in their entirety; that all your questions regarding the Soundplay Australia program have been answered to your satisfaction, and that; you give your consent to all of Soundplay Australia’s terms and conditions and privacy policy.

Changes to our Terms and Conditions

We may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service and this Site following any such modification constitutes your acceptance of these modified Terms. This site advises that the most current information can be obtained by making contact directly. Changes to our terms and conditions will be appear on this page.

General Terms and conditions

The information contained on this site is general and not intended to serve as advice. This site has taken reasonable efforts to maintain the accuracy and currency of information on this website however information may become inaccurate or no longer be applicable. This site will not accept any responsibility for any inaccuracies, errors, omissions or misrepresentations that may be in this website or in any related information. This site expressly disclaims any implied warranty or representation about the information or accuracy, relevance, timeliness, completeness, or appropriateness for any particular purpose of any kind.

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This agreement and the resolution of any dispute related to this agreement or this site shall be governed by and construed in accordance with the laws of New South Wales, without giving effect to any principles or conflicts of law. Any legal action or proceeding related to this agreement or this site shall be brought exclusively in a state or federal court of competent jurisdiction sitting in the state of New South Wales.