

Terms and Conditions for Novar Musicians



Novar Music Learning Centre is referred to as “Novar Music”.

Parents, Guardians, and enrolled musicians over 18 are referred to as “The Musician”.

CONDITIONS OF ENROLMENT

- 1.1 The Musician must be registered with a complete enrolment form.
- 1.2 The Musician agrees to pay quarterly invoices in full by the due date, or via an approved split payment plan or direct debit arrangement made in advance with Novar Music. Term fees reserve the Musician's allocated lesson time in their teacher's schedule for the full term and are payable regardless of attendance, as this time is held exclusively for the Musician and is not available to be offered to another student.
- 1.3 The Musician agrees to Novar Music's Terms & Conditions and lesson unenrolment policy.
- 1.4 The Musician agrees to inform Novar Music of changes to their contact details.
- 1.5 Novar Music may cancel or change lessons due to circumstances such as teacher or venue unavailability. Where reasonably possible, we will provide notice of any such change or cancellation.

CONDITIONS OF PAYMENT

- 2.1 All fees, including the payment fees set out in clause 2.7, include GST.
- 2.2 Payment may be made by direct deposit to the Novar Music nominated account, credit card via Novar Music's website, or direct debit by arrangement.
- 2.3 If an account is not paid by the due date, Novar Music may charge a reasonable overdue fee reflecting the actual costs incurred by Novar Music in recovering the outstanding amount (such as bank dishonour fees, payment processing costs, or administrative time). Any overdue fee will be itemised and communicated to the Musician at the time it is applied.
- 2.4 Novar Music reserves the right to accept or refuse payment extension requests.
- 2.5 Novar Music reserves the right to suspend lessons until overdue accounts are paid in full. Missed lessons due to suspension will not be refunded.
- 2.6 No refunds will be given due to student absence. In the case of unforeseen teacher absence or facility closure, lesson credits, refunds, or alternate lesson times will be provided.
- 2.7 Where payment is made by direct debit arrangement, the following fees apply: a one-off systems fee of \$2.20, reflecting the actual cost of payment setup, applies to the first transaction; if a payment is rejected, a new payment will be scheduled with an additional failed payment fee of \$4.40, reflecting the actual cost incurred by Novar Music for the failed transaction. Direct debit payments are processed by Worldpay for Platforms. By agreeing to a direct debit arrangement, you also agree to be bound by Worldpay's Direct Debit Request Service Agreement, a copy of which is available on request. Please retain a copy of this agreement, and of Worldpay's Direct Debit Request Service Agreement, for your records.
- 2.8 If you have a direct debit arrangement, you may request to alter, defer or cancel it (including changing your nominated account) by contacting us at enquiries@novarmusic.com at least 14 days before the next scheduled debit. Cancelling a direct debit arrangement does not cancel your enrolment — you remain responsible for arranging an alternative payment method until enrolment ends in accordance with clause 5.3.
- 2.9 If you believe a payment has been debited incorrectly, contact us at enquiries@novarmusic.com. You may also contact your financial institution, which will notify us of your claim and process it in accordance with its own procedures.
- 2.10 In special circumstances, such as a family bereavement, a compassionate grace policy may be applied to a student's absence, and lesson credits, refunds, or alternate lesson times will be provided at the discretion of Novar Music.
- 2.11 Nothing in this agreement limits or excludes any rights or remedies you have under the Australian Consumer Law, including consumer guarantees that cannot be excluded, restricted or modified by agreement.

PRIVACY

- 3.1 Novar Music collects personal information (including names, contact details, and enrolment information) for the purposes of managing enrolment and delivering lessons. Where a direct debit arrangement is used, payment details (such as bank account or card information) are provided by you directly to our payment provider, Worldpay for Platforms, and are not collected, held, or stored by Novar Music at any time.
- 3.2 We do not sell or trade personal information. Information is disclosed only to service providers who help us operate (such as our payment processor), or where required by law.
- 3.3 Personal information is stored securely, with access restricted to authorised personnel, and is retained only for as long as necessary for the purposes it was collected. Payment information is held solely by Worldpay for Platforms in accordance with their own privacy and security practices, a copy of which is available on request.
- 3.4 You may request access to, or correction of, the personal information we hold about you by contacting enquiries@novarmusic.com.
- 3.5 The collection, use, storage, and consent arrangements for photographs, audio, and video of children and young people are governed by our Child Safe Environments Policy, available on request or on our website, and by clause 4 of this document.
- 3.6 If you have a concern about how your information is handled, contact us at enquiries@novarmusic.com in the first instance.

PHOTOGRAPHY/VIDEO POLICY

- 4.1 Photos or video are often taken at performance events for publicity purposes and are at times used in lessons to provide feedback for student technique, performance and development. Musicians who do not wish to be photographed/videoed indicate this on the enrolment form.
- 4.2 If the Musician previously gave permission for photos/video and wishes to withdraw permission, written notification can be made to enquiries@novarmusic.com.
- 4.3 All photography, video, and technology use involving children is subject to Novar Music's Child Safe Environments Policy, which sets out consent, storage, and safe technology requirements in further detail.

LESSON CHANGES AND UNENROLMENTS

- 5.1 Enrolment continues term to term and rolls over automatically. Ahead of each new term, we will send an invoice and lesson dates for the upcoming term.
- 5.2 If a change of day/time or teacher is required, written notice can be made to enquiries@novarmusic.com. A one-off lesson time change may be made at the discretion of the teacher, provided it complies with venue regulations and timetable restrictions.
- 5.3 Five (5) weeks' written notice via email to enquiries@novarmusic.com must be given for lesson cancellation/unenrolment.

CONDUCT

- 6.1 The Musician, teacher and Novar team agree to always conduct themselves in a friendly and courteous manner.
- 6.2 Teachers will always conduct themselves in a professional manner in accordance with Novar Music's Code of Conduct and Child Safe Environments Policy.
- 6.3 Breaches of conduct by the Musician will be assessed on a case-by-case basis. Minor breaches will result in a warning, with a third warning resulting in termination of lessons. Major breaches of conduct, including any breach that results in a teacher or another person feeling unsafe or threatened, will result in immediate termination of lessons.
- 6.4 Term fees are paid to reserve the Musician's allocated lesson time for the full term, as set out in clause 1.2, not on a per-lesson basis. Where lessons are terminated due to a breach of conduct by the Musician, term fees already paid are not refundable, as the lesson time has been reserved on the Musician's behalf and is not able to be reallocated once the term has commenced.
- 6.5 Teacher breaches of conduct will be assessed on a case-by-case basis and actioned in accordance with Novar Music's Code of Conduct.
- 6.6 In the case of a teacher breach of conduct, the Musician may be moved to a different teacher immediately, or lessons terminated, with any remaining lessons refunded.