

## TERMS AND CONDITIONS

By purchasing a product or service from Northern Sydney Symphonic Wind Ensemble ('NSSWE') you consent to the terms and conditions outlined below. If you are purchasing a product or service on behalf of another person you consent on the behalf of that person as their agent.

### Fees and Charges

- All sales are final and there are no refunds or exchanges.
- Ensemble annual program fees are calculated for the full program year and will not be refunded (and if the full program fee has not yet been paid the balance will remain payable) if a participant cannot attend or for partial absences.
- NSSWE may, at its sole discretion, offer you the option of settling annual ensemble program fees, or tour charges, through a monthly instalment plan. To benefit from the instalment plan, you must pay through direct debit using NSSWE's chosen payment provider. An additional administration fee will be charged with each payment. This facility is provided for your convenience and the full value of the annual program or tour is payable and NSSWE's agreement to an instalment based payment system does not alter that responsibility. If the direct debit arrangement is cancelled, the balance of the fees outstanding become immediately payable to NSSWE.
- Payments of invoices by credit card will be subject to a surcharge which represents the cost to NSSWE of processing credit card transactions. You will be notified, prior to payment, of the amount of the charge. Payment on the online payment portal by bank transfer or by BPay will not incur a transaction charge. Any failed bank payments or credit card payments (due to insufficient funds or any other reason) will incur additional fees, which reflect the cost to NSSWE of those failed transactions.
- Interest will be charged on overdue amounts at the prevailing Bendigo Bank Limited Commercial Overdraft Rate.

### Collection of Personal Information

- In order to process your payment, NSSWE may collect, hold and use your personal information. It is important that all information you provide to us is up to date, and it is your responsibility to ensure NSSWE is informed of any changes to this information. NSSWE cannot be held responsible for any action carried out based on information which is incorrect.
- All personal information is kept securely and is only accessed by staff and management of NSSWE as strictly required for the operations of the program. Payments to NSSWE are processed securely by our payment provider who do not pass personal information (such as your credit card or bank account details) to NSSWE. Personal information may only be provided to a third party with your express permission (e.g. where medical information is required by providers for NSSWE tour activities).

- NSSWE may also collect and use your personal information to provide you with information about programs, activities and events which may be of interest to you or to request your support for the Ensembles. You may opt out of receiving our communications at any time by contacting us at [manager@nsswe.com.au](mailto:manager@nsswe.com.au).

### **Behaviour during NSSWE rehearsals and events**

- Behaviour of staff, participants and volunteers during rehearsals, performances and tours is governed at all times by the NSSWE Code of Ethics and Conduct. All staff, students and volunteers are expected to have familiarised themselves with the contents of this document.
- NSSWE reserves the right to administer first aid and to call an ambulance should we reasonably deem it appropriate.
- Prompt collection of participants at the end of events and programs is extremely important. NSSWE's agreements with its venue providers and rehearsal providers include defined finish times after which NSSWE incurs additional charges. NSSWE reserves the right to charge parents and guardians \$3.00 for every minute past the collection time a participant remains in the care of NSSWE. Payment of this fee will be required before the participant is able to return to the program.
- NSSWE reserves the right to photograph, record, and broadcast any event or program. Where permission has not been granted by the parent or guardian of a student under the age of 18 to be photographed, recorded or broadcast, every effort will be made to ensure the student is either excluded from these activities or will not be identifiable.
- Cameras and other recording devices are prohibited in the performance and rehearsal venues. Mobile telephones and similar equipment must be turned off before entry into the performance and rehearsal venues. Photographs, audio and video recordings of NSSWE ensembles in performances or rehearsals or related activities must not be published in any online format without the express permission of NSSWE management.
- Patrons and participants who disrupt an event or program may be asked to leave the venue. For participants under the age of 18, parent or guardians will be contacted and asked to collect the participant immediately.

### **Liability**

- To the fullest extent permitted by the law, you release NSSWE (including its directors, officers, employees, consultants, contractors, agents and volunteers) from any liability for any damage, loss, liability or injury you may suffer in relation to your attendance or participation at a venue, how so ever caused, including due to any negligence or other act or omission of NSSWE.
- You agree to compensate NSSWE for any damage, loss, liability or injury NSSWE may suffer as a result of your wilful, reckless or negligent acts or omissions at a venue.



- You acknowledge that you are responsible for your own property (including your instrument(s) during attendance at an NSSWE program or event.

#### **Other**

- NSSWE reserves right to vary, substitute or withdraw advertised programs, conductors and venues. NSSWE is not liable to you for any claims, damages, compensation, losses or expenses because of an NSSWE event or program being cancelled, postponed or changed.
- NSSWE may choose not to enforce some or all of these terms and conditions, on a case by case basis. This does not mean that NSSWE waives its right to enforce some or all of these terms and conditions as it sees fit. If any of these terms and conditions cannot be enforced, the remaining terms will survive.
- NSSWE reserves the right to change these terms and conditions, without notice. Any changed terms and conditions will be published on the NSSWE website, and a notification of changes will be published in the NSSWE newsletter.
- Your agreement with NSSWE to these terms and conditions is governed by the laws of the Commonwealth and the state of New South Wales.