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## Terms of Service

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### 1. Introduction

It is very important that you read this document carefully before you accept it, as it sets out the terms of our relationship so that we may both benefit from clear boundaries and knowing what our obligations are.

By accepting this Agreement, you are entering into a legally binding contract, so please consider carefully whether my services are right for you and contact me before you make your first payment if you have any concerns.

If you are entering into this contract on behalf of a child under 18, you promise that you are their legal parent or guardian and that the provisions below are binding on both you and the child client, depending on the context, in any way that is necessary to give effect to the intention of this Agreement, which is to provide services to the client in exchange for payment.

### 2. Parties to the Contract

This Client Service Agreement is between:

**"Me"** Pamela Jordan trading as Purple Tempo  
ABN: 27 763 904 170  
13 Harvey Street West, Seaforth NSW 2092, Australia  
Email: [pamela@purpletempo.com.au](mailto:pamela@purpletempo.com.au)

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**"You"** The client or client's parent/guardian

My services are offered in compliance with Australian Consumer Law.

### 3. Services & Payment

The services that you have requested, the agreed fee and the agreed period over which the services will be delivered are set out in your invoice or your confirmation of booking email. You agree to pay for these services in advance.

If you have requested a series of sessions or consultations, the length and frequency of sessions is locked in for the agreed period.

If we choose to continue working together after the agreed period ends, you agree that the terms of this Agreement continue to apply to any further agreed periods. However, you may vary the options you choose by email before making your payment for the next agreed period.

All prices are in Australian dollars and are inclusive of GST.

Payment must be received in full before we work together. If payment is not received for future agreed periods, sessions will be cancelled, and you risk losing your place in my schedule.

## 5. Expectations

- (i) I expect that you will:
  - a. make sure that you are prepared for the session,
  - b. have any questions ready,
  - c. have done your practice/preparation,
  - d. bring all equipment required for the session,
  - e. keep your fingernails short for piano sessions,
  - f. dress appropriately for a professional environment, and
  - g. ensure that your musical instrument is kept tuned & serviced regularly.
- (ii) It is important that you turn up on time, as the session will still finish at the agreed time.
- (iii) If attending an online or telephone session:
  - a. please make sure that you are in a quiet place where you won't be disturbed or distracted,
  - b. you will need to have all of your resources ready and close to hand so we can maximise the value of our time together,
  - c. it is your responsibility to make sure that you have the software and equipment set up and tested before the call is due to start, as any time spent dealing with technical issues will waste your session time.
- (iv) Unfortunately, online sessions are at the mercy of the internet. You must have a good quality connection, or the sessions won't work. If our connection fails, or there is no internet, I will offer to turn off videos or continue by phone in order to provide a viable session, but I will not offer make up sessions or refunds. It is essential that you make sure your connection is sufficiently stable and reliable before signing up for online sessions.
- (v) If you are unable to attend a scheduled session for any reason, that session is forfeit. I do not offer make-up sessions. If you have not arrived on time for your session, within five minutes I will contact you.

- (vi) If you provide me with sufficient notice of your intended absence (at least 7 days), I may be able to make arrangements to reschedule a session, but it will depend on what other bookings I have. I do not guarantee that there will be time available.
- (vii) If there is an ongoing serious issue affecting the sessions (such as a broken arm or a flute player needing braces) please contact me to discuss the situation.
- (viii) If I need to cancel a session due to illness or unforeseen emergency, I will give you as much notice as possible and reschedule the session to a mutually convenient time.

## 6. Withdrawal from Contract & Refund Policy

- (i) When you sign up for sessions, you are committing to continue for the whole agreed period. I do not offer a refund if you change your mind and wish to withdraw early.
- (ii) For new music students, the first and second sessions are when we determine if we are a good fit to work together. These sessions are paid for separately. After that we decide whether we will continue. I reserve my right to decline.
- (iii) If a music student is not practicing regularly enough and is not making enough progress appropriate to their age and situation, I will contact you to discuss what I have observed before the end of the school term and determine with you whether it is appropriate to re-enrol your child.

## 7. Important Information

- (i) It is important that you follow my directions about proper posture and technique in order to minimise the risk of injury. With children this is highly unlikely however they are building habits that may continue over time. Adults are asked to let me know if anything hurts and what they were doing that lead up to it, so we can address it.
- (ii) I do not guarantee any results. The progress you make and any results you achieve depends on your individual level of commitment, your dedication and a range of other factors outside my knowledge and control.

## 8. Limitation of Liability

- (i) You take full responsibility for your implementation of any suggestions that I may make while providing my services. You understand that my advice is limited to providing you with options for your consideration, and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major life changes. You agree to indemnify me against all consequences arising directly or indirectly from your choices.

- (ii) I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise. However, even if there is a major problem, my liability is strictly limited to:
  - a. providing the services again; or
  - b. if I am unable to do so within a reasonable time, paying the cost of having the relevant services supplied to you again.
- (iii) You expressly agree that if this limitation of liability is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me under this Agreement.

## 9. Dispute Resolution

- (i) If either of us have any concerns arising out of these terms, your use of my website or my provision of products or services, we agree that we shall communicate with the intention of making the effort to seek a win/win solution and resolve any dispute by negotiation and discussion. Email me at [pamela@purpletempo.com.au](mailto:pamela@purpletempo.com.au) outlining your concerns.
- (ii) If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not both in New South Wales, Australia.
- (iii) The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of New South Wales or similar neutral authority. We agree that the party initiating the dispute will pay all the costs of mediation.
- (iv) We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.
- (v) Everyone involved in the dispute agrees that they will not publicly or privately disparage any other party or anyone associated with them, and will act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with any other party's business or personal interests.
- (vi) This agreement is subject to the governing law of New South Wales. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of NSW, and the Commonwealth of Australia, will have exclusive jurisdiction.