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# Enrolment Pack 2022

*For Parents/Guardians, Students and Staff*

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## OUR MISSION

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Magnifico Music Pty Ltd ACN 631 031 813 (**Magnifico Music**) is a music school that provides a safe environment for students to receive private music lessons from its instructors. We foster a community which promotes education and creativity.

### 1. CONDITIONS OF ENROLMENT

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- 1.1 Parents/guardians and students are accountable for their actions. Failure to comply with this Code may constitute a breach of our policies and Magnifico Music may take appropriate action. In taking any action under these policies and procedures, Magnifico Music will afford the individual the fundamental principles of natural justice and procedural fairness.
- 1.2 Parents/guardians and students should report potential breaches of these policies and procedures to the Director of Magnifico Music.

### 2. ENROLMENT REQUIREMENTS

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- 2.1 Upon enrolment in Magnifico Music, students and/or their parents/guardians may provide:
  - (a) the following completed and signed forms (*enclosed with document*):
    - (i). Annexure II – Emergency Details and Medical Information Form;
    - (ii). Annexure III – Consent Form to use, record or disclose copyright material, image, recording, name or personal information; and
- 2.2 A student may enrol at Magnifico Music as a **full-time student** or a **casual student**.

#### Full-time Enrolment

- 2.3 A full-time student at Magnifico Music is a student who enrolls for the complete ten (10) week term of lessons.
- 2.4 A student who is enrolled at Magnifico Music on a full-time basis must:
  - (a) indicate their intention to enrol on a full-time basis on the Enrolment Form; and
  - (b) provide four (4) weeks' notice of their intention to terminate their enrolment at Magnifico Music in accordance with clause 9.
- 2.5 Students who enrol at Magnifico Music on a full-time basis will pay the Discounted Rate in accordance with clause 8.

#### Casual Enrolment

- 2.6 A casual student at Magnifico Music is a student who attends lessons sporadically and does not have lessons scheduled on a weekly basis.
- 2.7 A student who is enrolled at Magnifico Music on a casual basis must:
  - (a) indicate their intention to enrol on a casual basis on the Enrolment Form; and
  - (b) provide Magnifico Music with no less than twenty-four (24) hours' notice of their intention to schedule a lesson.

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- 2.8 Magnifico Music will use its best endeavours to secure a lesson for a casual student; however, Magnifico Music does not guarantee the availability of teachers at any given day or time.
- 2.9 Students who enrol at Magnifico Music on a casual basis will pay the Full Rate in accordance with clause 8.

### **3. TERM OF LESSONS**

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- 3.1 Magnifico Music operates on a four (4) term basis. Our 2021 terms run as follows:

<b>Term 1</b>	Wednesday 27 January to Thursday 1 April (10 weeks)
<b>Term 2</b>	Monday 19 April to Saturday 26 June (10 weeks)
<b>Term 3</b>	Monday 12 July to Saturday 18 September (10 weeks)
<b>Term 4</b>	Monday 5 October to Saturday 11 December (10 weeks)

- 3.2 The discretion lies with the family and instructor as to whether lessons are to continue over the holidays. Should a student choose to take a break from lessons, the account is paused during that holiday time and will be resumed upon the commencement of the next term.
- 3.3 The Director, Anna Chang, will be in contact towards the end of each term to confirm if any holiday lessons are required and make the necessary arrangements.

### **4. STUDENT DETAILS**

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- 4.1 Parents/guardians and/or students must ensure that all student information provided to Magnifico Music is up to date and accurate at any given time.
- 4.2 A completed and signed copy of our Enrolment Form must be returned with this document.
- 4.3 Should there be any changes to the information or details of a student, the student and/or parent/guardian is required to immediately notify Magnifico Music in writing.

### **5. DRESS CODE AND PROFESSIONALISM**

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- 5.1 Footwear must always be worn on-site.
- 5.2 Students at Magnifico Music are expected to dress appropriately. This includes refraining from wearing:
- (a) crop tops;
  - (b) clothing with profanity or inappropriate connotations; and
  - (c) inappropriate length skirts or shorts
- 5.3 These policies apply to our entire community in promoting a professional and respectful environment for our students.

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## 6. OUR SESSIONS (EXPECTATIONS)

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- 6.1 Magnifico Music will advise each student of the necessary resources and learning materials required for lessons. On average, our students require 1 – 3 books per year, depending on the speed of their progress.
- 6.2 Magnifico Music will allow its students to use its piano during lessons. Students are responsible for bringing any other instruments they require for their lessons.
- 6.3 Magnifico Music prides itself on its safe and respectful environment. Magnifico Music expects its parents/guardians and students to behave in a respectful manner.
- 6.4 We strive to create and encourage a safe and welcoming environment for learning and creativity. Behaviours which inhibit the learning space will not be tolerated.

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## 7. ATTENDANCE

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- 7.1 Students are expected to attend their scheduled lessons five (5) minutes before the scheduled start time to allow for a prompt start to each scheduled session.
- 7.2 Should a student show up to a lesson late, their scheduled session will still end at the scheduled end time, unless otherwise advised by the instructor.

Missed and late sessions are non-refundable without adequate notice in accordance with the provisions of these policies and procedures.

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## 8. PAYMENT

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### Invoicing

- 8.1 All fees are due in advance of a scheduled lesson.
- 8.2 Tuition is based on enrolment, not attendance.
- 8.3 If a student misses a lesson, no refund, credit or reschedule will be made available, except where clause 9 applies.
- 8.4 In the event that a student wishes to pay its invoices by fortnightly direct debit, the student or parent/guardian must complete the Ezidebit Authorisation form (**Form**) located at Annexure IV of this document. The Form must be completed to confirm a student's lesson reservation.

### Transaction Fees

- 8.5 A transaction fee will not be applicable when an invoice is paid in full by bank account transfer. A transaction fee only applies for direct debit instalments and is added on the fortnightly debit total.
- 8.6 An administration fee of \$5.50 will be applied for the first direct debit payment. The administration fee is only applied once.
- 8.7 Other fees are as follows:
  - (a) Transaction fee from a bank account: \$0.99
  - (b) Merchant Service Fee for Amex or Diners: 4.40%
  - (c) Merchant Service Fee for Visa or Mastercard: 2.35%
  - (d) Failed Payment Fee: \$21.90

## Rates

- 8.8 Students of Magnifico Music will pay the following rates for lessons, unless otherwise agreed in writing and as amended from time to time:
- (a) **Weekly Group lessons** - \$27.50 (incl. GST) per 30 minute group lesson; being \$275.00 (incl. GST) per term; or
  - (b) **Full-time students** - \$45.00 (incl. GST) per 30 minute private lesson (**Discounted Rate**); being \$450.00 (incl. GST) per term; or
  - (c) **Full-time students** - \$67.50 (incl. GST) per 45 minute private lesson (**Discounted Rate**), being \$675.00 (incl. GST) per term; or
  - (d) **Full-time students** - \$90.00 (incl. GST) per 60 minute lesson (**Discounted Rate**), being \$900.00 (incl. GST) per term; or
  - (e) **Casual students** - \$50.00 (incl. GST) per 30 minute private lesson (**Full Rate**); or
  - (f) **Casual students** - \$75.00 (incl. GST) per 45 minute private lesson (**Full Rate**); or
  - (g) **Casual students** - \$100 (incl. GST) per 60 minute private lesson (**Full Rate**).

## 9. RESCHEDULING OF LESSONS

- 9.1 Should a lesson need to be rescheduled or cancelled, a minimum of twenty-four (24) hours' notice must be provided in writing to the Director.
- 9.2 Our COVIDSafe policy states that if a student is feeling unwell or is experiencing any COVID-19 symptoms, they must not attend the studio for their lesson. Parents are encouraged to contact the teacher directly to have a Zoom lesson instead to minimise risks to our community and staff.
- 9.3 Magnifico Music understands that due to unforeseen emergencies, there may be extenuating circumstances where notice may not be possible. Should adequate documentation be provided, Magnifico Music is prepared to make reasonable concessions to accommodate its students. Such exceptional circumstances will be at the Director's discretion.
- 9.4 Should a lesson need to be cancelled due to the unavailability of a Magnifico Music instructor, we will make every reasonable effort to find a substitute instructor to avoid cancellation. If we cannot find a substitute instructor, the lesson will be rescheduled to the convenience of the student and subject to the availability of the studio and the instructor.
- 9.5 Magnifico Music limits one (1) reschedule per term. This is in fairness of our instructors and other students as our studio plans around reservations to ensure a high quality of lesson can be provided.
- 9.6 Should you wish to withdraw your enrolment after the Cooling Off Period, Magnifico Music requires four (4) weeks' written notice (**Notice Period**), before the last scheduled session.

Should a student fail to provide Magnifico Music with notice pursuant to clause 9.6 of its intention to withdraw from enrolment, Magnifico Music reserves the right to demand payment for any scheduled sessions that fall within the Notice Period.

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**10. DUTY OF CARE AND RISK MANAGEMENT**

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- 10.1 Magnifico Music agrees to take reasonable care for the safety and welfare of students in their care. Magnifico Music will take all reasonable action to protect students from reasonably foreseeable risks or harm.
- 10.2 Our students agree to minimise their own risks by behaving in a safe and practical manner while on Magnifico Music premises.
- 10.3 We will take all reasonable steps to eliminate or minimise any risks to health and safety on Magnifico Music premises and to ensure the safety of students and others while on Magnifico music premises.
- 10.4 Magnifico Music will follow all reasonable safe work practices and comply with reasonable instructions. Any hazards or unsafe work practices in the work environment should be reported to the Director of Magnifico Music immediately.
- 10.5 In the event of an accident or emergency, students may be required to provide a statement to our Director.

**11. USE OF SOCIAL MEDIA, ELECTRONIC COMMUNICATIONS, PHONES AND INTERNET**

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- 11.1 Social Media is defined as any platform which enables users to create and share content including but not limited to, Twitter, Instagram, Facebook, YouTube and Snapchat.
- 11.2 Comments and posts on Social Media, electronic communication and phones can leave a permanent record. Students, staff and parents/guardians must recognise the potential for negative consequences for themselves, Magnifico Music, colleagues, students, parents/guardians and the Magnifico Music community through their personal use of Social Media, electronic communications and phones.
- 11.3 The internet provided at the Magnifico Music premises is designated for learning purposes. Use of the internet at Magnifico Music by staff, students and parents/guardians is limited to learning and educational purposes only.
- 11.4 Unless otherwise instructed by Magnifico Music, electronic devices and social media cannot be used during lessons. Magnifico Music has a zero-tolerance policy for the use of electronic devices during class, to ensure the quality of our student experience.
- 11.5 With respect to posting on Social Media, we expect our students and parents/guardians to abide by the same policies as Magnifico Music. Prior to posting any images or videos of Magnifico Music or other students, we require the authorisation of that student, their parent/guardian or Magnifico Music. Please be respectful when posting and provide an opportunity for the subjects of your post to offer their authorised consent.

**12. CONSENT TO USE, RECORD OR DISCLOSE COPYRIGHT MATERIAL, IMAGE, RECORDING, NAME OR PERSONAL INFORMATION**

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- 12.1 Magnifico Music reserves the right to take photos and videos of our students, parents and guardians. These images and videos may be used for our marketing purposes and in accordance



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with the terms of the *Consent Form to use, record or disclose copyright material, image, recording, name or personal information*, and our *Privacy Policy*.

- 12.2 In order to protect the students and staff of Magnifico Music, surveillance cameras have been installed throughout and around our premises.
- 12.3 Where a student is eighteen (18) years of age or over, the student is required to carefully review, complete and sign the *Consent Form to use, record or disclose copyright material, image, recording, name and personal information* located at Annexure III of this document.
- 12.4 Where a student is under the age of eighteen (18), their parents/guardians are required to carefully review, complete and sign the *Consent Form to use, record or disclose copyright material, image, recording, name or personal information* located at Annexure III of this document.

### **13. SMOKING, ALCOHOL AND DRUGS**

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#### **Smoking**

- 13.1 Patrons must comply with all laws in relation to the use and supply of tobacco and smoking products, including the *Tobacco and Other Smoking Products Act 1998 (Qld)*.
- 13.2 Patrons are legally banned from smoking on a Magnifico Music facility and on land within a five (5) meter boundary of Magnifico Music or within the designated smoking area of the building.

#### **Alcohol**

- 13.3 Alcohol consumption or attending our premises under the influence of alcohol is strictly prohibited.
- 13.4 Alcohol that is present on the premises of Magnifico Music for approved purposes (such as social functions) must be contained in a secure location which is not accessible by our students under the legal drinking age in Australia.
- 13.5 The Director of Magnifico Music must approve of the provision of alcohol at social functions.

#### **Drugs**

- 13.6 We expect our community to comply with the law and prohibit the consumption of illicit drugs. Further, we prohibit the attendance of Magnifico Music's premises while under the influence of or be in the possession of illegal drugs.

### **14. SEXUAL MISCONDUCT**

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- 14.1 Our instructors must never engage in sexual misconduct or inappropriate relationships with our students.
- 14.2 Our instructors must not have a romantic or sexual relationship with a student. It is irrelevant whether the relationship is lawful, consensual or condoned by parents/guardians.
- 14.3 Only a professional relationship between our instructors and students is acceptable. As a result of the relationship of trust between an instructor and student, any reasonable suspicions or allegations of a sexual relationship between an instructor and a student will be considered by Magnifico Music to be sexual abuse of a student. Allegations or reasonable suspicions of grooming behaviour between an instructor and a student will be considered by Magnifico Music to be likely sexual abuse. It is inappropriate for an instructor to have a romantic relationship

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with a student and Magnifico Music may also consider it to amount to likely sexual abuse of a student. Sexual abuse or alleged sexual abuse of a student will be reported by Magnifico Music to the Queensland Police Service.

### **Reporting process for sexual misconduct**

- 14.4 If a Magnifico Music instructor has concerns or suspicions, or makes allegations about abuse of, or harm to, a student or if there is a report of behaviour by an instructor that a student considers is inappropriate, the following steps will be taken by staff:
- a. identify student protection concerns through recognising the signs of abuse and harm, or through disclosures or receipt of information;
  - b. seek guidance and support – if necessary, confer with the Director of Magnifico Music or appropriate colleagues, or use resources such as the Queensland Child Protection Guide to establish whether a ‘reasonable suspicion’ has been formed;
  - c. where a reasonable suspicion of abuse, harm or inappropriate behaviour is formed – report the concerns according to the specific processes outlined in this document; and
  - d. remain focused on the support needs of the student and liaise with the Director of Magnifico Music around any planning or actions that may be required.

### **Emotional boundaries with students**

- 14.5 Instructors must respect the emotional needs and well-being of students and ensure that they do not violate appropriate emotional boundaries with students.

### **Behavioural boundaries with students**

- 14.6 Instructors must respect behavioural boundaries with students. Instructors must not develop a relationship with a student that is, or that could be seen to be, a personal rather than professional relationship. Teachers must ensure that they treat all students consistently without inappropriate familiarity or spending ‘special time’ with a student.
- 14.7 Where a personal relationship exists between an instructor and a student (such as a family relationship), the teacher must declare that relationship to the Director of Magnifico Music, at the earliest opportunity.
- 14.8 Instructors must not drive a student in their vehicle unless they have first obtained the specific written permission of the parent/guardian and the Director of Magnifico Music.
- 14.9 Teachers must ensure that they do not violate appropriate behavioural boundaries with students.

## **15. WORKPLACE BULLYING, SEXUAL HARASSMENT AND DISCRIMINATION**

- 15.1 Our community must promote dignity, courtesy and respect at work and avoid behaviour which is or might reasonably be perceived to amount to workplace bullying, sexual harassment, abuse or discrimination. Instructors who believe that anyone in the workplace is being bullied, sexually harassed or discriminated against, should report the behaviour to the Director of Magnifico Music.
- 15.2 Sexual harassment is unlawful under the *Anti-Discrimination Act 1991 (Qld)*. Physical assault, threats of physical assault, sexual assault, indecent exposure and stalking are all criminal offences which should be reported to the Queensland Police Service and the Director of Magnifico Music.

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- 15.3 Magnifico Music may take appropriate action if a parent/guardian or student is found to have bullied or sexually harassed another person.
- 15.4 Parents/guardians and students must not unlawfully discriminate against any person, as described in the *Anti-Discrimination Act 1991* (Qld).

## **16. COPYRIGHT AND INTELLECTUAL PROPERTY**

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- 16.1 Our instructors may use Magnifico Music's intellectual property during lessons with students.
- 16.2 All material supplied by Magnifico Music is wholly owned by Magnifico Music.
- 16.3 Parents/guardians and students cannot use Magnifico Music's intellectual property for any private purposes either during or after their enrolment with Magnifico Music (for example, conducting a private business) without obtaining the prior written permission of Magnifico Music.
- 16.4 Staff, students and parents/guardians are required to become familiar with and to comply with their respective obligations as described in Magnifico Music's Copyright Policy.

## **17. EMERGENCY EVACUATION AND FIRE SAFETY**

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- 17.1 Magnifico Music members have all undergone appropriate training to follow proper protocol in the case of an emergency evacuation or fire.
- 17.2 Students must adhere to all reasonable instructions made by Magnifico Music and its staff in times of emergencies.
- 17.3 Students must adhere to all Emergency Evacuation and Fire Safety Regulations. A copy of the Emergency Evacuation and Fire Safety Regulations of the premises can be found at Annexure V of this document.
- 17.4 Parents/guardians and students must familiarise themselves with the emergency evacuation diagram and site plan to prepare in case of an emergency.

## ANNEXURE II

### *Emergency Details and Medical Information Form*

#### EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACT DETAILS		
	Emergency contact	Emergency contact
Name*		
Relationship*		
1 <sup>st</sup> phone contact number*		
2 <sup>nd</sup> phone contact number		
Email*		

#### MEDICAL INFORMATION

PROSPECTIVE STUDENT MEDICAL INFORMATION <i>(including allergies) *</i>	
<p><b><u>Privacy Statement</u></b></p> <p>Magnifico Music is collecting this medical information in order to address the medical needs of students when they are on Magnifico Music's premises. Magnifico Music will not use this information to make a decision about a prospective student's eligibility for enrolment. This information will only be used by authorised employees of Magnifico Music and Magnifico Music will only record, use and disclose the medical information in accordance with Magnifico Music's Privacy Policy.</p> <p>It is of utmost importance that Magnifico Music is advised of any existing medical conditions prior to the commencement of any lessons. Magnifico Music must also be informed of any new medical conditions or a change to medical conditions as soon as they are known.</p> <p>The prospective student, or the parent/guardian of the prospective student must advise Magnifico Music in writing if the prospective student needs to take any medication while they are on Magnifico Music's premises.</p>	
No known medical conditions	<input type="checkbox"/>
Medical condition (including allergies/sensitivities), symptoms and management	
Medical condition (including allergies/sensitivities), symptoms and management	
Medical condition (including allergies/sensitivities), symptoms and management	

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**DECLARATION & EXECUTION**

<b>DECLARATION FOR STUDENTS*</b>			
I understand that supplying false or incorrect information on this form may have adverse consequences on the safety and wellbeing of myself / my child. I believe that the information I have supplied on this form is true and correct in every particular, to the best of my knowledge.			
	<b>Parent/guardian 1</b>	<b>Parent/guardian 2</b>	<b>Prospective Student</b>
<b>Signature</b>			
<b>Date</b>			

## ANNEXURE III

### *Consent Form to Use, Record or Disclose Copyright Material, Image, Recording, Name or Personal Information*

Magnifico Music reserves the right to create, use, retain or reproduce the individual identified in Section III of this form ('Student')'s image, recording and copyright material. This right extends to sound recordings, artistic works, written works, films, names, photographs and images ('Information').

Magnifico Music may use the Information on the following (non-exhaustive) platforms for its business: newsletters, printed promotional material, advertising, website, displays, competitions, brochures, social media (e.g. Facebook and Instagram), ('Promotional Platforms').

By signing this form, you acknowledge and agree that you are providing Magnifico Music with your consent and authorisation to use the Information for the duration of the Student's enrolment in Magnifico Music, and for a further five (5) year period thereafter.

Please complete this entire form to the best of your ability.

Should you have any questions about this form, or require assistance completing this form, please contact Magnifico Music on 0414 179 167 or [admin@magnificomusic.com.au](mailto:admin@magnificomusic.com.au).

#### I. CONSENT

On behalf of the Student, the person or persons signing this Consent Form ('Signatory') grants consent to Magnifico Music to use, record and disclose the Student's:

- name, image, recording and any other identifying information specified in this Consent Form ('Personal Information'); and
- copyright material, including their written, artistic or musical works or video or sound recordings specified in this Consent Form ('Individual Work').

Students who are eighteen (18) years of age or older, may complete and sign this Consent Form on their own behalf (as Student and Signatory).

Students who are below eighteen (18) years of age must have this Consent Form completed and signed by a parent/guardian (as the Signatory).

#### II. PARTICULARS – PARENT/GUARDIAN TO COMPLETE

Name to be used in association with the Student's Personal Information, image, recording or copyright material:

Full name  First name only  No name  Other: \_\_\_\_\_

#### III. LIMITATIONS ON CONSENT – SIGNATORY TO COMPLETE

The Signatory wishes to limit the consent for Magnifico Music to use the Information in the following way:

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#### IV. DETAILS OF STUDENT

Name of Student

Address of Student

Signature of Signatory		Date	
Name of Signatory		Address of Signatory	
<b>V.</b>	<b>PURPOSE</b>		
<p>This consent only applies to any use, recording or disclosure of the Student's Personal Information or Individual Work, in connection with Magnifico Music for the following purposes:</p> <ul style="list-style-type: none"> <li>• any activities engaged in during the ordinary course of the provision of lessons (including assessment) or other purposes associated with the operation and management of Magnifico Music;</li> <li>• public relations, promotion, advertising, media and commercial activities;</li> <li>• where the material is uploaded to a Promotional Platform: <ul style="list-style-type: none"> <li>– any purpose, commercial or otherwise, required by the operators of the website as a condition of uploading the Personal Information or Individual Work;</li> <li>– transfer of the Personal Information outside of Australia in the course of the operation of the website;</li> </ul> </li> <li>• use by the media in relation to the Student's participation in community or other performances.</li> </ul>			
<b>VI.</b>	<b>DURATION</b>		
<p>If Magnifico Music or another person permitted by them is using the Student's Personal Information or Individual Work, or has entered into contractual obligations in relation to Magnifico Music's material that incorporates the Student's Personal Information or Individual Work, the consent will continue in relation to that material until the use is complete or until the contractual obligations come to an end. It is not possible for the Signatory or the Student to withdraw the Student's Personal Information or Individual Work or revoke this consent in relation to such existing uses of that material.</p> <p>If you do wish to revoke or modify this consent in relation to any further new uses of the Student's Personal Information or Individual Work, the Student or the Signatory should send a notice in writing to Magnifico Music. After that notice is received, Magnifico Music can continue the existing uses but will not be able to make any further new use of the Student's Personal Information or Individual Work.</p> <p>The Signatory acknowledges that where material is uploaded to a Promotional Platform:</p> <ul style="list-style-type: none"> <li>• the use and contractual obligations may be perpetual and irrevocable; and</li> <li>• while Magnifico Music will take all reasonable steps to delete and destroy such material, it may not be possible to ensure that all copies of the material are deleted or cease to be used.</li> </ul>			
<b>VII.</b>	<b>NOTE</b>		
<p>Magnifico Music will use its best efforts to ensure that the parties signing this Consent Form are authorised to do so but takes no responsibility for circumstances in which it is misled as to the identity or authority of a person to provide consent.</p> <p>If you require a copy of this signed Consent Form, or if you wish to revoke this consent, please contact Magnifico Music or send a written request to the head office at <a href="mailto:admin@magnificomusic.com.au">admin@magnificomusic.com.au</a>.</p>			
<b>VIII.</b>	<b>INFORMATION</b>		
<p><b>What is this consent for?</b></p> <p>This Consent Form authorises Magnifico Music to use the Student's Personal Information and copyright material, together with the information about the Student's participation in Magnifico Music's activities, for any use by Magnifico Music associated with the purposes identified in Section V of this Consent Form. The consent covers the entire or partial use of the Student's Personal Information and copyright material in conjunction with other words and images.</p> <p>For example, the Student's Personal Information and copyright material may appear in newsletters, magazines, Promotional Platforms and other publications, as well as in television advertising, videos, brochures, forms, public relations, displays, internal documents such as manuals, websites, certificates and strategic plans, and posters and other promotional material. There may also be occasions on which Magnifico Music may approve the</p>			

media, such as local newspapers and television stations, using information and copyright material in relation to the Student (for example, where the Student is involved in musical performances).

#### Websites

Students and the Signatory should be aware that the publication of a Student's Personal Information and Individual Work on social media websites or other websites is similar to publications in newsletters, magazines, brochures, etc. however publication on social media websites is publication to that material to the world at large.

Students and the Signatory should be aware that the publication of a Student's Personal Information and Individual Work by Magnifico Music on a social media website generally constitutes a permanent and publicly available record of that material. This means that anyone may be able to copy and use the Student's Personal Information and Individual Work that has been published on a social media website for any purpose without the consent or knowledge of Magnifico Music or the Student or Signatory. Students and the Signatory should not grant their consent to Magnifico Music to use the Student's Personal Information or Individual Work with a social media website if they do not agree to the material being permanently available to the public.

If the Student's Personal Information or Individual Work is published on a social media website, that material will be governed by the privacy policy and terms of use of the relevant social media website. Magnifico Music cannot reasonably control how the Student's Personal Information and Individual Work is used by third parties once the material has been published on a social media website.

#### What is copyright material?

A Student's copyright material may include written work, photographs, videos, music, performance or recording made by them or to which they contributed.

Magnifico Music understands that Student and volunteers generally own the intellectual property in the material they create and that this Consent Form is not meant to transfer the Student's ownership of the intellectual property in their copyright material.

#### What is Personal Information?

Personal Information includes information or opinions, whether true or not, about an individual whose identity is apparent or can reasonable be ascertained from the information or opinions. This includes the Student's name, image or video or sound recording. It also includes the Student's educational information such as the Student's assessments and results and health information provided to Magnifico Music, where such information may enable the Student to be identified.

#### What happens to the Consent Form once it is completed and signed?

The Consent Form is retained by Magnifico Music and it will be placed on the Student's file. The Student or the Signatory may request a copy of the signed form by contacting Magnifico Music.

#### What if I give my consent and later change my mind?

This consent will be in effect from the date the Consent Form is signed. Magnifico Music will then start using the Student's Personal Information and Individual Work to create material incorporating the Student's Personal Information and Individual Work.

If you wish to later modify or revoke this consent, the Student or the Signatory should send a notice in writing to Magnifico Music at [admin@magnificomusic.com.au](mailto:admin@magnificomusic.com.au). After the notice is received, Magnifico Music will not make any new additional use of the Student's work, but any exiting uses will continue.

Where Magnifico Music or another person uploads material to Promotional Platforms or other website, it may need to accept contractual obligations that are perpetual and irrevocable. It may not be possible to ensure that all copies of the material are deleted or cease to be used, and Magnifico Music cannot reasonably take responsibility for doing so.

#### Privacy

The consent to the recording, use and disclosure of the Student's Personal Information and Individual Work is required in accordance with the *Copyright Act 1968* (Cth) and the *Information Privacy Act 2009*. Magnifico Music will only disclose the Student's Personal Information in accordance with your consent, except where authorised or required by law. If you wish to access or correct any of the Personal Information on this form or discuss how it has been dealt with, or if you have a concern or complaint about the way the Student's Personal Information has been collected, used, stored or disclosed, please contact Magnifico Music at [admin@magnificomusic.com.au](mailto:admin@magnificomusic.com.au).



# ANNEXURE IV

## Ezidebit Authorisation Form



Magnifico Music Pty Ltd



ACN 601 396 543 | Authorised Representative under AFSL 315388

### DIRECT DEBIT REQUEST

PH: 0414 179 167  
ABN/ACN: 95 455 763 864

### NEW CUSTOMER FORM

YOUR DETAILS		Please complete this form using a BLACK PEN. * Indicates a MANDATORY FIELD	
Business:	The Trustee for COE Family Trust	ABN/ACN: 95 455 763 864	100-690-858
Customer Reference:			
* Surname:		* Given Name:	
* Mobile #:		<input type="checkbox"/> I authorise Ezidebit to remind me of upcoming debits via SMS	
* Email:			
* Address:			
* Suburb:		* State:	
		* Postcode:	

DEBIT ARRANGEMENT		Including details and associated fees/charges detailed below and/or the total amount for the specified period for this and as per any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit	
<input type="checkbox"/> Once Only Debit	On Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	Debit this amount: \$	<input type="text"/>
	D D M M Y Y		
<input checked="" type="checkbox"/> Regular Debits	Starting on Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	Debit this amount: \$	<input type="text"/>
	D D M M Y Y		
Frequency:	<input type="checkbox"/> Weekly	<input checked="" type="checkbox"/> Fortnightly	<input type="checkbox"/> Monthly
		<input type="checkbox"/> 4 Weekly	
Duration:	<input checked="" type="checkbox"/> Continue regular debits until further notice (Minimum of <input type="text"/> debits)		
Administration Fee (once only) up to:	Bank Account Transaction Fee:	Credit Card Transaction Fee:	Failed Payment Fee:
\$5.50	\$0.99	VISA/Mastercard: 2.35% AMEX/Diners: 4.40%	\$21.90
		Optional SMS Payment Reminder:	Paid By Business

CHOOSE YOUR PAYMENT METHOD	
<input type="checkbox"/> Debit from Credit Card	
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard
<input type="checkbox"/> AMEX	<input type="checkbox"/> Diners
Card Number: <input type="text"/>	Expiry Date: <input type="text"/> / <input type="text"/>
	M M Y Y
Name of Cardholder: <input type="text"/>	
By signing this form, I/we authorise Global Payments Australia 1 Pty Ltd, acting as Direct Debit Agent on instruction from the Business, to debit payments from my Credit Card.	
<input type="checkbox"/> Debit from Bank, Building Society or Credit Union Account	
Financial Institution: <input type="text"/>	Branch: <input type="text"/>
BSB Number: <input type="text"/>	Account Number: <input type="text"/>
Account Holder Name: <input type="text"/>	
I/we authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID No 342190, 342191, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this Direct Debit Request.	

The Authorisation in this Request remains in force in accordance with the terms and conditions of the DDR Service Agreement (Ver 1.11). I/We have read, understand and agree to the same. I/We declare that the information in this Request is true and correct. I/We acknowledge that my/our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com/au/privacy-policy/>

Signature(s) of Account Holder:

Date:  /  /

DDR Service Agreement (Ver 1.11)



Global Payments Australia 1 Pty Ltd ACN 601 396 543 | Authorised Representative under AFSL 315388

## DDR SERVICE AGREEMENT (Ver 1.11)

### DDR Service Agreement (Ver 1.11)

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement. I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

PO Box 3327  
Newstead, QLD 4006  
Ph: (07) 3124 5500

## ANNEXURE V

### *Emergency Evacuation and Fire Safety Regulations*

*Emergency evacuation information is provided at the entrance of 83 Doggett Street, Newstead, 4006. Your teacher will inform you of the evacuation area at your first lesson.*

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# ANNEXURE VI

## *Privacy Policy*

Magnifico Music Pty Ltd ACN 631 031 813 (**Magnifico Music**) is committed to providing quality services to you. We value your privacy and are committed to protecting your Personal Information.

### I. PURPOSE

The following Privacy Policy (**Policy**) will outline the ways in which Magnifico Music will collect, hold, use and disclose Personal Information that Magnifico Music holds about you.

This Policy outlines our ongoing obligations to you in respect of how Magnifico Music manages your Personal Information. By utilising our website, services or otherwise providing Magnifico Music with your Personal Information, you consent to Magnifico Music holding, using and disclosing your Personal Information as described in this Policy.

Please note that we have adopted the Australian Privacy Principles (**APPs**) contained in the *Privacy Act 1988* (Cth) (the **Privacy Act**). The APPs govern the way in which entities collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at: [www.oaic.gov.au](http://www.oaic.gov.au).

### II. WHAT IS PERSONAL INFORMATION AND WHY DO WE COLLECT IT?

Personal Information is information or an opinion that identifies an individual. The Personal Information Magnifico Music may collect includes but is not limited to:

- your name(s);
- your title;
- your postal address;
- your email address(es);
- your phone number(s);
- facsimile number(s);
- identification and background information provided during enrolment;
- financial information including bank account details and credit or debit card details; and
- other relevant contact information.

#### **(Personal Information)**

Magnifico Music may collect Personal Information about you in several methods. Personal Information is obtained in many ways including:

- during initial enrolment meetings;
- by correspondence;
- by telephone;
- enrolment forms;
- by email;
- via our website;
- from media and publications;

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- from other publicly available sources;
  - from cookies;
  - payment forms; and
  - from third parties.

Magnifico Music does not guarantee website links or policies of authorised third parties.

Magnifico Music may also conduct and hold Personal Information which may be deemed sensitive information under the Privacy Act. However, Magnifico Music collects your Personal Information for the primary purpose of providing its services to you, providing information to its clients and marketing. Magnifico Music may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure.

When Magnifico Music collects Personal Information, it will, where appropriate and where possible, explain to you why the information is being collected and how it may be used.

#### a) SENSITIVE INFORMATION

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by Magnifico Music only:

- for the primary purpose for which it was obtained;
- for a secondary purpose that is directly related to the primary purpose; and
- with your consent; or where required or authorised by law.

#### b) THIRD PARTIES

Where reasonable and practicable to do so, Magnifico Music will collect your Personal Information only from you. However, in some circumstances Magnifico Music may be provided with information by third parties. In such a case, Magnifico Music will take reasonable steps to ensure that you are made aware of the information provided by the third party.

#### c) DISCLOSURE OF PERSONAL INFORMATION

Your Personal Information may be disclosed in a number of circumstances including but not limited to the following:

- third parties where you consent to the use or disclosure; and
- where required or authorised by law.

### III. SECURITY OF PERSONAL INFORMATION:

Magnifico Music will take reasonable steps to protect the security of all Personal Information. Magnifico Music is required to respect the confidentiality of Personal Information and the privacy of individuals and has adopted reasonable steps to protect Personal Information from misuse and loss and from unauthorised access, modification or disclosure; for example, by restricting access of electronic records to only appropriate staff members. If Magnifico Music no longer requires your Personal Information, Magnifico Music may take reasonable steps to remove or destroy it.

In order to prevent unauthorised access or disclosure, Magnifico Music has incorporated proper technical, physical and managerial procedures to safeguard and protect your personal data. Magnifico Music regularly monitors its

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system for possible vulnerabilities and attacks and has measures in place to identify further methods to strengthen security.

Magnifico Music limits access to Personal Information to those employees, consultants, contractors and other third parties on a strict “need to know” basis. Magnifico Music has procedures in place to identify and respond to data security breaches and will notify you and any data protection authority of a breach where Magnifico Music is legally required to do so.

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, Magnifico Music may take reasonable steps to destroy or permanently de-identify your Personal Information.

#### IV. HOW DO WE HOLD PERSONAL INFORMATION?

We may store your confidential Personal Information or data through software programs where your Personal Information may be stored in data centres that are located locally in Australia as well as other locations around the globe.

We hold Personal Information in hardcopy files and in electronic form. We take reasonable steps to protect Personal Information from misuse, interference loss and unauthorised access.

We store hardcopy files in our offices and filing systems within an access-controlled premises. Under our records managements system, access to files is appropriately limited. We may apply additional security measures limiting access to information about files or store files in locked cupboards or other means of restricted access rooms as necessary or desirable based on your needs.

We store electronic records within our own secure network and through third party data storage providers. Personal Information within our network is password protected and access is strictly limited.

Our third-party data storage providers are required to protect Personal Information in accordance with applicable laws and legislations. They are required to take appropriate technical and organisation measures against unauthorised or unlawful use of Personal Information or its accidental loss, destruction or damage.

#### V. PURPOSES WE COLLECT, HOLD, USE AND DISCLOSE PERSONAL INFORMATION:

We collect, hold, use and disclose your Personal Information for a number of reasons. These include, but are not limited to:

- providing the services that our clients have requested;
- managing our relationship with you, including:
  - providing services;
  - responding to enquiries; and
  - obtaining payment for our services.
- meeting legal or other regulatory obligations imposed on us;
- auditing and managing the usage of our website;
- to keep your contact details updated;
- to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or other governmental authority; and
- to otherwise carry out our functions.

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We may also use and/or disclose your Personal Information for other purposes which you consent to or which are required or permitted by law. This may include for a secondary purpose that is related to the original purpose for which we collected it.

## VI. WHO WE DISCLOSE YOUR PERSONAL INFORMATION TO:

Magnifico Music may share your Personal Information with third parties in the course of providing our services. These include, but are not limited to:

- our employees, related entities, substitutes, contractors or third-party service providers whose services have a connection to the services we provide;
- our insurers and our professional advisors. These include:
  - our accountants;
  - business advisors;
  - legal advisors; and
  - auditors.
- any industry regulatory bodies; and
- any other organisation or individual for any authorised purpose with your consent.

## VII. PERSONAL INFORMATION ABOUT OTHER PEOPLE WHICH YOU PROVIDE TO US:

If you provide personal data to us about a different individual, other than yourself, you must ensure that you are entitled to disclose that personal data to us. In particular, you must ensure the individual concerned is aware of the various matters detailed in this Privacy Policy, as those matters relate to that individual, including our identity, how to contact us, our purposes of collection, our personal data disclosure practices (including disclosure to overseas recipients), the individual's right to obtain access to the personal data and make complaints about the handling of the personal data, and the consequences if the personal data is not provided (such as our inability to provide services).

## VIII. ARE WE LIKELY TO DISCLOSE YOUR PERSONAL INFORMATION OUTSIDE OF AUSTRALIA?

We may disclose Personal Information to third-party suppliers and service providers located overseas for some of the purposes listed above.

This may include countries which do not provide the same level of protection as the laws of Australia. We will ensure that any such international transfers are made subject to appropriate or suitable safeguards that are relevant and required to each country where the information is being sent to.

Magnifico Music will always ensure a level of data protection at least as protective as that required in Australia. We will also require our agents, consultants and sub-contractors and others who are outside Australia and to whom we transfer your personal data to ensure a similar level of data protection.

## IX. WHAT HAPPENS IN THE EVENT THAT YOUR PERSONAL INFORMATION GETS BREACHED?

In the event of a data breach or suspected breach causing serious harm, Magnifico Music will respond as set forth below:

1. immediately conduct a thorough investigation to determine whether the breach or the suspected breach is likely to cause serious harm to you and other clients of Magnifico Music;
2. where appropriate, immediately report the breach or suspected breach to Office of the Australian Information Commissioner (**OAIC**) through their online portal;
3. notify you in a timely manner as to the nature of the breach or suspected breach, what data was or could be compromised, how it may affect you and our recommendations to minimise further or potential breach (i.e. change of passwords, etc);
4. immediately conduct a thorough internal investigation together with IT security consultants and provide OAIC and you with a copy of this report;
5. pursuant to OAIC's recommendation and requirements, publish a statement on a public platform (i.e. newspapers, website etc) regarding the breach and the details thereof if determine to have caused serious harm (if required);
6. work closely with our IT security consultants to mitigate or minimise the breach and its subsequent effects; and
7. work closely with out IT security consultants to implement measures in place to ensure similar breaches do not occur in the future.

## X. YOUR RIGHTS:

### a) ACCESS TO YOUR PERSONAL INFORMATION AND RIGHT TO RECTIFICATION

You may access the Personal Information we hold about you and update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Magnifico Music will not charge any fee for your access request but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information, we may require identification from you before releasing the requested information.

### b) Right to remove data

You can ask us to delete or remove your information in certain circumstances. In cases where we are processing your personal data based on our legitimate interests, you can ask us to stop processing your data for reasons connected to your individual situation. We must then do so unless we believe we have a legitimate overriding reason to continue processing your personal data.

### c) Right to object

In certain circumstances, you have a right to object to privacy-related actions being carried out by us. Where personal data is being processed for direct marketing purposes, you have a right to object at any time.

## XI. MAINTAINING THE QUALITY OF YOUR PERSONAL INFORMATION:

It is important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up to date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

## XII. MAKING A PRIVACY-RELATED COMPLAINT:

If you would like to complain about a breach of the Australian Privacy Principles, you may contact our Privacy Officer at the details below.



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Complaints are generally investigated, and a response provided to the complainant within twenty-one (21) business days.

If you disagree with the decision, you may refer your complaint to the Office of the Australian Information Commissioner by:

- visiting: [www.oaic.gov.au](http://www.oaic.gov.au);
- calling: 1300 363 992; or
- by emailing: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au).

a) PRIVACY OFFICER

If you would like:

- further information about the methods we manage personal information; or
- to request access to your personal data; or
- amend the details of your personal data; or
- wish to make a complaint,

please contact our Privacy Officer by either:

- **Email:** [admin@magnificomusic.com.au](mailto:admin@magnificomusic.com.au)
- **Post:** 7/83 Doggett Street, Newstead QLD, 4006
- **Telephone:** 0414 179 167

### XIII POLICY UPDATES

Magnifico Music reserves the right to update and change this Privacy Policy from time to time to reflect any changes in the way we process your personal data or to meet any of our changing legal requirements. We may notify you about changes to this Privacy Policy by posting an updated version on our website. We encourage you to check our website from time to time to ensure you are familiar with our latest Privacy Policy.

### XIV PRIVACY POLICY COMPLAINTS AND ENQUIRIES

If you have any queries or complaints about our Privacy Policy, please contact us at:

Magnifico Music

7/83 Doggett Street

Newstead, 4006

[admin@magnificomusic.com.au](mailto:admin@magnificomusic.com.au)

[www.magnificomusic.com.au](http://www.magnificomusic.com.au)

*LAST UPDATED 7 JANUARY 2021*

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# ANNEXURE VII

## *Copyright Policy*

### I. PURPOSE

The purpose of this Copyright Policy (**Policy**) is to outline responsibilities and procedures regarding the use of Magnifico Music Pty Ltd ACN 631 031 813 (**Magnifico Music**) learning materials. This Policy outlines your ongoing obligations to Magnifico Music in respect of our materials as distributed for learning purposes.

### II. SCOPE

This Policy applies to all Magnifico Music staff, students, parents/guardians and controlled entities. The scope of this Policy is limited to specifying responsibilities and procedures regarding:

- the use of our materials for teaching, learning, research or administrative purposes; and
- the use of third-party copyright materials for teaching, learning, research or administrative purposes.

### III. POLICY STATEMENT

How protected materials can be used depends upon who owns the copyright, whether the use of the materials is the subject of an agreement, the type of material used, how the material is used, how much material is being used and the purpose for which the material will be used.

Magnifico Music has a responsibility to provide information and guidelines to employees, students, parents/guardians, controlled entities and individuals associated with Magnifico Music (**Individuals**) concerning copyright. These can be broken down into the following:

- addressing copyright rights and responsibilities;
- developing, implementing and supporting systems and processes that facilitate copyright compliance;
- ensuring there are financial, structural and administrative procedures in place to meet its obligations under copyright legislation and review and revise these as required;
- monitoring external developments in relation to copyright, especially copyright legislation, revising and updating policies, practices and documentation to adequately reflect changes and to raise awareness of any developments as appropriate;
- ensuring Magnifico Music's services, policies and facilities meet the requirements of the *Copyright Act 1968* (Cth) (**Copyright Act**) and are reviewed and revised periodically; and
- responding appropriately to any alleged breaches of the Copyright Act brought to the attention of authorised officers of Magnifico Music or of which officers become aware.

Individuals have a responsibility to:

- take reasonable steps to become aware and keep themselves aware of their rights and obligations in relation to copyright, including moral rights obligations;
- adhere to the requirements of the Copyright Act and apply Magnifico Music's policies, practices and procedures when using copyright works;
- consult with Magnifico Music when developing learning and teaching resources, to ensure compliance with the relevant Copyright Act requirements, licence conditions and Magnifico Music processes;
- consult with Magnifico Music before entering into agreements with outside organisations on behalf of Magnifico Music, particularly when third party copyright material has been used; and

- 
- report any alleged breaches of copyright to Magnifico Music.

#### **IV. USES**

The Copyright Act contains provisions that allow educational institutions to use text, images, notated music and learning materials in ways that would otherwise require copyright clearance.

Magnifico Music staff can copy and communicate text, images and print music without a copyright clearance if:

- it is for educational purposes; and
- they work for an educational institution that is covered by the Part VB educational statutory licence.

Individuals cannot use Magnifico Music's learning resources without receiving explicit written consent from Magnifico Music's Director. Failure to obtain consent may be considered a breach of this copyright policy under legislative requirements in Australia.

##### **a) Which content?**

The statutory licence allows the use of text and images from any source or format:

- digital or hardcopy;
- online or offline;
- Australian or foreign content; and
- published or unpublished content.

##### **b) How much of a work?**

A "work" is an item of text or an image, usually created by a single author. An "edition" (such as a book, journal or newspaper), or a publishing platform such as a website, may contain many "works". For example, in a newspaper, each article, opinion piece, letter to the editor, cartoon and photograph is a separate "work".

In some cases, a teacher or instructor may use only a "reasonable portion" of a work, not the entire work. For some content, a specified proportion is deemed to be a "reasonable portion". While in some circumstances, using more than this specified proportion can still be considered a "reasonable portion", there is no further guidance stipulated in the legislation about how much. Similarly, there is no guidance on what constitutes a "reasonable portion" of works such as artistic work.

Magnifico Music expect its community to use reasonable consideration in deciding what a "reasonable portion" of works would include, with respect to copyrighted materials.

##### **c) Which uses?**

Uses allowed by the statutory licence include:

- hardcopy content (i.e. photocopying and scanning); and
- digital content (i.e. saving to disk, printing, making available online, emailing, etc.).

#### **V. NON-COMPLIANCE**

Magnifico Music disciplinary procedures may be applied where Individuals fail to comply with this Policy or the Copyright Act. Some breaches of the Copyright Act are criminal offences, attracting heavy fines and terms of imprisonment.

All Individuals are entirely responsible for any copyright infringement resulting directly or indirectly from their actions.

## **VI. ROLES AND RESPONSIBILITIES**

All Individuals must ensure that they understand and comply with the legal restrictions and obligations regarding the use of third-party copyright material.

## **VII. POLICY UPDATES**

Magnifico Music reserves the right to update and change this Copyright Policy from time to time to reflect any changes or to meet changing legal requirements. We may notify you about changes to this Copyright Policy by posting an updated version on our website. We encourage you to check our website from time to time to ensure you are familiar with our latest Copyright Policy.

## **VIII. COPYRIGHT POLICY COMPLAINTS AND ENQUIRIES**

If you have any queries or complaints about our Copyright Policy, please contact us at:

Magnifico Music

7/83 Doggett Street

Newstead, 4006

[admin@magnificomusic.com.au](mailto:admin@magnificomusic.com.au)

[www.magnificomusic.com.au](http://www.magnificomusic.com.au)