

# ABBEY ROAD INSTITUTE MELBOURNE TERMS & CONDITIONS

Short Courses

## **Definitions**

- (a) "Date of Commencement" means the first day on which the Short Course commences.
- (b) "Short Course" means the series of non-Diploma classes, workshops or masterclasses offered by the Institute.
- (c) "Institute" is Abbey Road Institute Aust. Pty Limited.
- (d) "Registration Fee" means the sum of money payable by the Delegate upon booking on to a Short Course.
- (e) "Fees and Start Times" the officially published Fees and schedules of the Institute.
- (f) "Delegate" is the person booking onto and attending the Short Course

# I. Admission and Fees

- 1.1. Delegates for all Short Courses must be a minimum age of 18 years.
- 1.2.To complete a booking the Delegate must pay a Registration Fee or the full Short Course Fee.
- 1.3. Submitting a booking does not automatically guarantee a place on the Short Course at the time of booking.
- 1.4. The Registration Fees can vary depending on the Short Course.
- 1.5. The Registration Fee shall be deemed a deposit which will be refunded to the Delegate in full in the event of the booking being rejected by the Institute.
- I.6. Registration Fees are advertised on ARI's website on the individual course pages.
- 1.7. Once accepted to study on a Short Course the Delegate agrees to pay the balance of the Short Course Fee no later than the Date of Commencement of the Short Course.
- I.8. If the balance of the Short Course Fee is not received, at the latest, on the Date of Commencement commencement of the short course, the Institute reserves the right to cancel the booking. The paid Registration Fee will not be refunded.

- 1.9. If a Delegate advises the Institute, in writing, of their intention not to commence the Short Course, within 14 days of booking their place, the paid Registration Fee will be refunded in full.
- 1.10. If the Delegate advises the Institute, in writing, of their intention not to commence the Short Course after 14 days of being offered a place, the paid Registration Fee will not be refunded.
- I.II. The Delegate accepts that the Institute has the right to refuse enrolment at any point after a Short Course booking has been made. This decision is at the discretion of the COO and Academic Coordinator.

# 2. Deferment and Cancellation

- 2.1. If due to extenuating circumstances, the Delegate is unable to undertake the Short Course for which he/she has accepted an offer, the Short Course Fee can be credited towards any subsequent Institute course. Notification must be received by the Institute in writing with evidence to corroborate his/her extenuating circumstances.
- 2.2. If the Institute cancels a short course the Delegate will be refunded all relating paid Short Course Fees.
- 2.3. The Institute reserves the right to alter the scheduled time and venue of the classes. In the event of changes to scheduled a Short Course prior to the Date of Commencement, the Delegate shall be notified of these changes in writing.
- 2.4. If the Institute changes the scheduled time and venue of the Short Course the Delegate has the option to receive a full refund or transfer any paid Fees to another ARI Course.
- 2.5. Non-attendance to the Short Course does not constitute cancellation of the Course.
- 2.6. In the event of a refund being given, the Institute will provide a written statement indicating how the refund amount has been calculated.

# 3. Short Course Content and Copyright

- 3.1. Delegates acknowledge that the Institute is entitled to change the content of the Short Course in which the Delegate is enrolled at any time.
- 3.2. Copyright in all Short Course materials remains that of the Institute. Any unauthorised reproduction or transmission of any part of the Short Course materials, whether electronically or otherwise, will constitute an infringement of

copyright. No part of the materials may be lent, resold or hired out for any purpose without the prior written permission of the Institute.

3.3. Delegates are not allowed to use the Institute's computers and network to download or share copyright protected material of any kind without the express permission of the copyright owner. Universal Music Group, Abbey Road Studios and Abbey Road Institute take copyright matters extremely seriously. The Campus Manager reserves the right to suspend or expel a Delegate for infringing copyright law.

# 4. Delegate & Visitor Conduct

- 4.1. Delegates are expected to conduct themselves in a responsible and considerate manner whilst attending the Institute. If a Delegate's conduct is, in the opinion of the COO or Academic Coordinator, unsuitable, the Delegate will be asked to leave the Short Course and the Short Course Fee will not be refunded.
- 4.2. While on our premises, Delegates are required to comply with the Institute's Health & Safety policy.
- 4.3. Short Course Delegates are not permitted to bring guests to the Institute.

# 5. Facilities and Equipment

- 5.1. Delegates are responsible for the safekeeping of all of the Institute's equipment used during their practical sessions. Delegates agree to exercise proper and reasonable care when handling this equipment. If ARI equipment is lost or damaged because of a Delegate's failure to observe correct operating procedures or exercise due care, the Delegate will be held liable for the cost of repairing or replacing the equipment.
- 5.2. The Institute accepts no responsibility for loss, damage or theft of Delegate's' personal belongings or equipment. For the avoidance of doubt, the Institute's insurance policy does not cover Delegates' own personal belongings or equipment for any damage, loss or theft.
- 5.3 Delegates have access to computer labs at The Institute for the duration of the Short Course to complete tasks outlined in the Short Course. Availability will be dependant on classes, and Delegates may be asked to leave at the discretion of any staff at Abbey Road Institute Melbourne. Delegates will not have access to student server material for any other course while undertaking short course study.

# 6. Delegate Data & Copyright Protection

- 6.1. The Institute treats all Delegate data as confidential and will only divulge such information to third parties when required to do so by law or for internal operational purposes.
- 6.2. The copyright in any recording made by the Delegate while in attendance at the Institute is retained by the Delegate. Recordings made by the Delegate during his or her attendance can be used by the Institute for marketing and promotional purposes.
- 6.2.1. When acknowledging the use of the Institute's facilities, Delegates must state that recordings or productions have been made at "Abbey Road Institute" not "Abbey Road Studios".
- 6.3. Images of Delegates taken at the Institute's premises or during the Short Course are the property of the Institute and can be used for marketing and promotion by the Institute. Delegates must request permission from the Administration Team and COO before posting images and videos on social media.

### 7. Miscellaneous

- 7.1. These Terms and Conditions and accompanying Rules and Regulations and your acceptance to them shall be an agreement governed by and construed in accordance with the Laws of England, whose courts shall have exclusive jurisdiction for the settlement of any disputes arising hereunder.
- 7.2. The Short Course is not transferable to any other party.
- 7.3. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- 7.4. The Institute reserves the right to change these terms and conditions as well as Short Course names, details, content, length and times without notice. Any such changes will be notified on the Institute's website.