

MVIS TERMS AND CONDITIONS - 2012

In signing the booking form the Principal acknowledges that the Terms and Conditions below have been read and are accepted.

1. For Booking Live Performance Plus

- 1.1 The School undertakes in a timely manner to, pay the appropriate fees, complete both the pre-performance form and the online post-performance form and prepare the students and venue for the visit by the performance ensemble.
- 1.2 The following fees are payable on receipt of the Invoice following the performance:
- An LPP Resource & Training Fee
 - A charge per student for attending the performance
 - A fee for any additional teachers attending the Professional Development course

NB: To simplify the Live Performance Plus booking process no upfront payment is required at the time of booking.

Following the performance/s a school will complete an online evaluation form including information about student attendance and a final invoice will be generated based on these figures. This invoice is payable within 30 days.

- 1.3 The signed Booking Form represents the School's contract with Musica Viva. Online bookings require you to confirm the booking has the Principal's approval. If a Booking Form is submitted and subsequently the booking is cancelled, the Cancellation policy will apply (see #5 below).
- 1.4 When booking a Live Performance Plus a School is entitled to send one teacher to the relevant Professional Development course where they will receive the Resource Kit including all interactive activities and related digital files. These may be copied and/or distributed to all teachers within the School. It is a breach of your contract with Musica Viva if these resources are shared with individuals outside the school or with other schools.
- 1.5 Every live performance must have a minimum number of 150 paying students in attendance unless the School is designated a small school (see #1.6 below).
- 1.6 **Small Schools Sharing Performances:** Please note that Musica Viva's small school policy has changed reflecting the significant increase in the value of the digital resources in the Resource Kits. Schools with fewer than 150 students are requested to combine with other schools for a performance. In this case each School submits a separate Booking Form. The Resource and Training fee is reduced for small schools that share to help defray the costs involved in sharing performances. Small Schools unable to share a performance pay the standard fee but by prior arrangement with the State Education Manager may not be required to meet the minimum performance numbers.

2. For Booking a:
- OR **Musician in the Classroom Residency**
 - OR **Composer in the Classroom Residency**
 - OR **Australian Music Day**
 - OR **Live Music Package (Secondary schools only)**

- 2.1 **Residencies:** On receipt of a Booking Form, the details of the MITC or CITC Residency are negotiated with the State Manager. Written confirmation of the agreed dates will be sent to the school.

An invoice will be issued for the full amount at the applicable daily rate when the written confirmation (referred to above) is sent.

Cancellation of Residency days are subject to the cancellation policy (see 5 below) where each confirmed individual residency day within the project is an 'event'.

2.2 **Australian Music Days:** On receipt of the Booking Form, an invoice for the total number of booked attendees will be issued fourteen days prior to the event and is to be paid within 30 days. Additional attendees will be invoiced separately. The cancellation policy applies (see #5.2.2 and 5.2.3 below).

2.3 **Live Music Package:** On receipt of your completed Booking Form the State Education Manager will confirm the performance date(s) via written communication. An invoice will be sent to the school once the date has been confirmed. The cancellation policy applies (see #5 below).

3. **For Booking a:**
- Musical Safari Professional Development course (Song, Rhythm or Sound Safari)**
 - OR**
 - Live Performance Plus Professional Development Course and Resource Kit only option (i.e. no performance is booked)**
 - OR**
 - Safari CD-Rom**

On receipt of a Booking Form an invoice will be provided confirming the details and is payable within 30 days.

If a course booking is cancelled prior to 29 days a \$100 cancellation fee is payable. If a cancellation is received within 29 days of the event the full applicable* fee is payable.

4. **GST**

All Musica Viva In Schools' products are free of GST, with the exception of the Song, Sound and Rhythm Safari CD-ROMs.

5. **Cancellations or Requests for Re-Scheduling of Events:**

These can at times create significant logistical and financial challenges for the ensemble and presenters. Written notification of cancellation is to be given to the Musica Viva State Education Manager. Whilst every effort will be made to accommodate a school's request to change an event, it may not be possible to do so without incurring costs due to contractual obligations with the musicians.

5.1 Cancellation and re-scheduling fees apply as follows:

5.2.1 If a booking for an event is cancelled prior to 29 days of the event, a cancellation fee of \$100 is payable.

5.2.2 If a booking for an event is cancelled between fifteen (15) and twenty-eight (28) days of the scheduled event, 50% of the applicable fee* is payable.

5.2.3 If a booking for an event is cancelled or re-scheduled within fourteen (14) days of the scheduled event, the full applicable fee* is payable.

* Applicable Fee is that fee which is payable if the cancellation had not occurred. For LPP performances the fee is based on minimum performance attendance numbers of 150 (except small schools). Further information is available at <http://www.musicaviva.com.au/education/booking>

5.2 Should Musica Viva be required to cancel an event OR if in the case of a Live Performance Plus Booking, Musica Viva cannot accommodate a School's reasonable request for a performance date, the applicable fee will be refunded in full.

Further information:

Contact your Musica Viva In Schools State Education Manager on 1300 663 608 or visit us on line at www.musicaviva.com.au.

Thank you.
Musica Viva Australia