

## **Terms and Conditions**

These terms and conditions form a legally binding agreement between you and Music Masters Music School's Online Shop, for the provision of the services outlined within this site

<http://www.musicmasters.com.au>.

### **1. Acceptance**

- a. Any instructions received by Music Masters Music School from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by Music Masters Music School's Online Store shall constitute acceptance of the terms and conditions contained herein.
- b. Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Music Masters Music School.

### **2. Price and Payment**

- a. All prices shown on the Music Masters Online Store are inclusive of GST where applicable and in Australian Dollars (\$AUD).
- b. Music Masters Music School has sole discretion regarding the price indicated on the website.
- c. Music Masters Music School's Online Store reserves the right to adjust the Price on its website.
- d. Any orders Finalised through the Checkout will be charged at the advertised price at the time of ordering and will not be affected by price changes between the checkout time and the delivery time.
- e. Payment MUST be received before delivery of the Goods.
- f. All online payments must be made by credit card.

### **3. Delivery of Goods**

- a. Music Masters Music School can despatch online orders to any address that is deemed by Australia Post and/or local state authorities to be a registered or lawful address in Australia. If you are not in this delivery area please contact Music Masters Music School to discuss costs associated with international delivery.
- b. Postage will be calculated once items have been added to the cart.
- c. Some large or heavy items may incur additional delivery fees
- d. Once the goods have been delivered or picked up, the Client takes possession/ownership of the Goods.
- e. All goods are supplied and delivered in 'Brand New Condition'.
- f. Music Masters Online Store shall not be liable for any loss or damage whatsoever due to failure by Australia Post to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Music Masters/Online Store.

### **4. Warranty**

- a. For Goods not manufactured by Music Masters Music School's Online Store, the warranty shall be the current warranty provided by the manufacturer of the Goods.
- b. Music Masters Music School's Online Store shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

## **5. Defects**

- a. The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Music Masters Music School in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or order.
- b. The Client shall afford Music Masters Music School an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way.
- c. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage.
- d. For defective Goods, which Music Masters Music School has agreed in writing that the Client is entitled to reject, Music Masters Music School's Online Store's liability is limited to either (at Music Masters Music School's Online Store's discretion) replacing the Goods or repairing the Goods.

## **6. Cancellation/Refund**

- a. In the event that the Client cancels their order and therefore delivery of Goods, the Client may be liable for any loss incurred by Music Masters Online Store. If a refund is to be processed, a 3% re-stocking fee will be charged.
- b. Refunds will only be issued at the discretion of Music Masters Music School
- c. Items can not be returned or refunded for a change of mind.

## **7. Privacy Policy**

- a. Music Masters Music School collects personal information (for example an individual's name, address, and information about the items you have purchased) through this Site when you make a purchase. Such information is collected for the purpose of administering your account, processing your purchases, delivering the items purchased to you, for our own internal records, and for contacting you in relation to your purchase or sending you information about goods and services that we think you may be interested in (including by electronic message).
- b. Personal information will be used only for the purposes for which it is collected, and will be retained only for as long as is necessary to fulfil the purposes for which the information was collected (including any time that we are required by law to retain such information).
- c. Other than as set out above, we will not release personal information to any third party except where required or permitted by law; where the individual has authorised us to do so or where disclosure is connected to the purpose for which the information was collected.
- d. Under no circumstances will we sell or rent out your personal information to third parties.

## **8. Risk**

- a. Whilst every care is taken by Music Masters to carry out the instructions of the Client, it is the Clients responsibility to undertake a final proof reading of the order/instructions. Music Masters Online Store shall be under no liability what so ever for any errors not corrected by the Client in the final proof reading.