



Bus Stop Films Terms and Conditions

These terms and conditions and any policies of Bus Stop Film Bus Stop Films Ltd (ABN 36 154 056 630) (**Bus Stop Films**) referred to in them (**Terms and Conditions**) apply to Programs you enrol in and participate in with Bus Stop Films.

By applying to register for a Program, you agree with Bus Stop Films to be bound by the Terms and Conditions, including the payment in full of all applicable registration fees for the duration of the Program. Capitalised terms used are defined at the end of these Terms and Conditions.

Bus Stop Films may change these Terms and Conditions from time to time. If you register for a new Program or continue to participate in an ongoing Program after a change to these Terms and Conditions, you will be deemed to have agreed to the change.

1. REGISTRATION

1.1 Acceptance as a student

Bus Stop Films will review your application and may accept or decline your application to register for a Program depending on whether the application meets Bus Stop Films' eligibility criteria, and subject to a representative of Bus Stop Films meeting with you (unless this is not practicable). Bus Stop Films agrees that it will only decline your application acting reasonably. Your acceptance into a Program is contingent upon you providing a fully completed admission form, as prescribed by Bus Stop Films, including signing the Photography and Filming Consent form, consenting to the Privacy Policy, and agreeing to comply with the Student Guidelines in it.

1.2 Provision of Programs

Subject to these Terms and Conditions, Bus Stop Films agrees to provide you with the Programs for which your application for registration has been accepted and for which registration fees have been paid.

1.3 Declaration

Upon submitting an application for a Program, you:

- (a) declare that the information provided in the application form is true and complete in every detail;
- (b) understand that giving false or incomplete information may lead to the refusal of their application or removal from the Program;
- (c) authorise Bus Stop Films to retain your photo image for identification purposes;

- (d) understand that information collected during your registration and Program attendance may be stored on a server controlled by a third party whether in Australia or elsewhere; and
- (e) accept liability for payment of all fees as explained on our website or other media from time to time and understand that unless a scholarship is awarded to you, Program registration fees will be payable for your participation in the Program.

2. FEES

2.1 Payment of fees

- (a) You must pay, or arrange for payment of, all applicable Program registration fees by the due date indicated on any invoice provided to you by Bus Stop Films. Bus Stop Films accepts payments through the National Disability Insurance Scheme. It is your responsibility to gain funding for the Program through your NDIS Plan. In instances where your NDIS Plan funding priorities change, where your NDIS Plan funding is low, where your NDIS Plan renews midway through the Program or where you or your NDIS Plan Manager decides the Program is no longer an appropriate use of your NDIS Plan funds, you will remain liable to pay 100% of the full annual registration fees for the Program once you have accepted a position in the Program.
- (b) For the avoidance of doubt, and subject to clause 6, you agree that you will be liable for all applicable Program registration fees regardless of the number of classes that you attend during the Program.
- (c) If Bus Stop Films does not receive the Program registration fees by the due date, Bus Stop Film may remove you from any Programs in which you are registered.
- (d) A non-refundable enrolment administration fee of \$100 is payable upon the enrolment of a student to the Program. An annual non-refundable re-enrolment administration fee of \$50 is payable for returning students upon re-enrolment at the commencement of each program year.

3. SCHOLARSHIPS

3.1 Provision of scholarships by Bus Stop Films

- (a) From time to time, Bus Stop Films may make scholarships available for full or partial payment of Program registration fees.
- (b) If you meet the eligibility obligations set out in clause 3.2, Bus Stop Films may provide you with a scholarship in its sole discretion. In such circumstances, Bus Stop Films will arrange for the payment of the full or partial Program fees by you to the extent indicated by Bus Stop Films in respect of the applicable scholarship.

3.2 Eligibility

Bus Stop Films may set out eligibility criteria for the provision of particular scholarships, which will include without limitation that you:

- (a) have not have previously been awarded a scholarship for a Program;
- (b) are an Australian citizen;
- (c) meet the acceptance criteria for Program registration;
- (d) fit the selection criteria detailed on the relevant scholarship application form; and
- (e) provide any further information or participate in any interview required by Bus Stop Films and notify you in writing before you accept the scholarship.

3.3 Obligations of scholarship holders

- (a) Recipients of a scholarship are required to apply themselves to their studies at Bus Stop Films, including by completing homework to a satisfactory standard and by attendance at all classes (unless justified by serious circumstances outside of your control).
- (b) If, in the reasonable opinion of Bus Stop Films, a scholarship recipient is not satisfying the requirements of clause 3.3(a), Bus Stop Films may revoke the scholarship and require the payment of the Program fees for any continued involvement in the Program. Bus Stop Films agrees to notify you in writing before revoking a scholarship and will give you a reasonable opportunity to respond to concerns raised by Bus Stop Films.

4. STUDENT BEHAVIOUR

- (a) You agree that, as a student of Bus Stop Films, you must:
 - (i) treat the equipment and space provided to you by Bus Stop Films with care;
 - (ii) comply with reasonable instructions given to you by Bus Stop Films instructors; and
 - (iii) comply with any Bus Stop Films policies as notified to you from time to time, including the Student Guidelines signed by you as part of the prescribed admission forms.
- (b) Notwithstanding any other clause in these Terms and Conditions, no refund or Transfer Credit will be provided in any circumstances if you have breached these Terms and Conditions or have participated in serious misconduct.

5. **INTELLECTUAL PROPERTY**

5.1 **Intellectual property in existing materials**

- (a) You agree that any intellectual property rights subsisting in training materials or other materials provided to you in connection with any Program (**Materials**) remain owned by Bus Stop Films or its licensors. Bus Stop Films does not assign or transfer any intellectual property rights in the Materials to you.
- (b) Subject to clause (c) below, you may use the Materials for the purpose of the subject matter of the relevant Program, or for your personal, non-commercial use.
- (c) You must not sell, assign, sublicense, copy, share, disclose, distribute, lease, or grant or transfer any interest in the Materials to another person without the prior written consent of Bus Stop Films.

5.2 **Intellectual property in new material**

- (a) All right, title and interest (including intellectual property rights) in any new material created in connection with the final film produced as part of a Program (**Film Material**) created by you, whether solely or jointly with others or Bus Stop Films, will automatically vest in Bus Stop Films and by this agreement, you assign all right, title and interest (including intellectual property rights) that you may have in such Film Material to Bus Stop Films so that they vest absolutely and immediately on creation in Bus Stop Films.
- (b) Bus Stop Films agrees to grant you a non-exclusive, perpetual and royalty-free licence to use the Film Material for the purpose of the Program and any personal, non-commercial use.
- (c) All right, title and interest (including intellectual property rights) in any new material that is not Film Material created in connection with a Program by you (**Other Material**) will automatically vest in you.
- (d) You grant Bus Stop Films a non-exclusive, perpetual, transferable, sub-licensable and royalty-free licence to use the Other Material for any of its functions and activities, including marketing activities.
- (e) For the avoidance of doubt, Film Material does not include classroom projects that do not contain components required for the production of a final film.

6. **REFUNDS, TRANSFERS AND SUBSTITUTIONS**

6.1 **Refunds**

- (a) Refunds, where applicable in accordance with this clause 6, will be made only to the person who made the original payment. If you are paying via the National Disability Insurance Scheme, any approved refunds will be paid to your Plan Manager.

- (b) All refund requests will be responded to in writing within a reasonable time, and approved refunds will be paid within 28 days of written notification to you of their approval.
- (c) If you are paying via the National Disability Insurance Scheme, Bus Stop Films will deduct any "refunds" or credits granted under this clause 6 from its invoice for the applicable Program registration fees.

6.2 Cancellation or change by Bus Stop Films

- (a) Bus Stop Films may **cancel** any Program at any time for any reason. In the event of the cancellation of a Program in which you are enrolled, Bus Stop Films will provide you with either a credit in the amount of fees paid for the Program that can be applied towards another Program (a **Transfer Credit**), or a full refund at your election.
- (b) Bus Stop Films may **change** any Program for any reason including changes to the dates, curricula, tutors or programs. Bus Stop Films will use reasonable endeavours to notify you of any change prior to the scheduled time. If a change to a Program in which you are enrolled:
 - (i) prevents you from attending the Program; or
 - (ii) means that the Program no longer meets your needs,
 then Bus Stop Films will provide you with a Transfer Credit or a refund, at your election, in an amount that represents that portion of the Program not yet undertaken and provided you notify Bus Stop Films in writing within 14 Days of being advised of the change.
- (c) Bus Stop Films may remove you from any Program in which you are enrolled if, in Bus Stop Films' reasonable opinion, it is reasonably necessary to do so to ensure the enjoyment, health or safety of others, including if you fail to comply with clause 4 above. If you are removed from the Program pursuant to this clause (c) you will not be entitled to any refund or credit.

6.3 Changes or cancellation by you

- (a) **(Cancellation)** If you wish to cancel your Program registration and receive a refund, you must notify Bus Stop Films in writing. A full refund of the applicable Program registration fees will be payable to you if the notification is received by Bus Stop Films no more than 7 days after the commencement date of the Program. Otherwise, Bus Stop Films is not required to provide a refund or credit for cancellation requests. Bus Stop Films, in its sole discretion, may agree to a refund at any time where there are compelling or exceptional circumstances and Bus Stop Films reserves the right to require evidence substantiating such circumstances to Bus Stop Films' reasonable satisfaction.
- (b) **(Withdrawal)** If your Program registration cancellation request has been approved by Bus Stop Films but where notification of this cancellation is received more than 7 days after the commencement date of the Program, you will be permitted to withdraw from the Program pursuant to 6.3(a) upon payment

of a \$500 withdrawal fee, noting that you will also be obligated to pay fees for the entire term in which you withdraw. If your approved cancellation and withdrawal occurs between Program terms, you will be obligated to pay only the withdrawal fee. You will not be deemed withdrawn from the Program, even if your cancellation request has been approved, until all appropriate fees are paid, any delay of which may result in further Program term fees accruing and becoming liable for payment.

- (c) **(Substitution)** You may request that another person attend a Program for which you are registered instead of you. You must notify Bus Stop Films of the substitution at least 7 Days prior to the commencement of the relevant Program, and the new participant must provide all registration details for that Program by that same date. In the case of such substitution, the new participant must satisfy all of Bus Stop Films' admission, registration and eligibility requirements.
- (d) **(No-shows)** If you have not cancelled or substituted your registration for a Program in accordance with the time frames set out above and you do not attend one or more classes, Bus Stop Films will not be required to provide a refund, and any fees that you have paid in respect of that Program will be forfeited and any fees that you owe in respect of that Program will remain liable for payment.

6.4 **Transfer Credits**

Transfer Credits expire on, and may not be used after, the earlier of:

- (a) 12 months from the commencement date of the Program in respect of which the Transfer Credit was issued; or
- (b) use of the Transfer Credit to register for a Program that is not cancelled or postponed,

unless otherwise extended in writing by Bus Stop Films in its sole discretion.

7. **PRIVACY**

We undertake to comply with our Privacy Policy (which is set out at <https://www.busstopfilms.com.au/privacy/>) in our collection, use, storage and disclosure of personal information.

8. **YOUR RIGHTS**

- (a) Under Australia's consumer protection laws you have the benefit of certain protections. Agreement to these Terms and Conditions does not remove your right to take action under those laws, or your right to pursue other legal remedies under Australian law.
- (b) You will be advised of any changes to these Terms and Conditions that may result from government legislation, at the time of application.

9. OTHER

9.1 Disclaimer

To the extent permitted by law, Bus Stop Films is not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity, exemplary or punitive damages) whether to person or property and whether arising from default, negligence, misconduct or otherwise by Bus Stop Films, its employees, agents or contractors in connection with any Program.

9.2 Indemnity

You agree to indemnify Bus Stop Films against liability for, or in respect of, any claims, demands, actions, costs, expenses, losses and damages arising out of or in connection with or as a consequence of any of your acts or omissions in connection with any Program that breach these Terms and Conditions.

9.3 Notices

- (a) Bus Stop Films may be contacted as follows:

Address: 86 - 88 Carlton Parade Carlton NSW 2218

Email Address: hello@busstopfilms.com.au

Attention: Chief Operating Officer (COO)

- (b) You agree to notify Bus Stop Films of any changes to your contact details provided upon registration as soon as practically possible.

- (c) A notice, consent or other communication is regarded as given and received:

- (i) if it is delivered, when it has been left at the addressee's address;
- (ii) if it is sent by mail, three Business Days after it is posted;
- (iii) if it is sent by fax, when the addressee actually receives it in full and in legible form; and
- (iv) if it is sent in electronic form when the addressee's email system logs the email message as having been received if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or
- (v) if it is transmitted after 5.00 pm (Sydney time) on the Business Day, or on a day that is not a Business Day – on the next Business Day.

9.4 Governing Law

- (a) The Programs are provided in Australia.

- (b) These Terms and Conditions are governed by the laws in force in the state of New South Wales and you submit to the exclusive jurisdiction of the courts of New South Wales.

10. **INTERPRETATION**

10.1 **Definitions**

The following definitions apply in this document.

Business Day means a day (other than a Saturday, Sunday or public holiday in the area where the Program is provided).

Program means a Program provided by Bus Stop Films.

Film Material has the meaning given to it in clause 5.2(a).

Materials has the meaning given to it in clause 5.1(a).

Other Material has the meaning given to it in clause 5.2(c).

Transfer Credit has the meaning given to it in clause 6.2(a).

Undefined terms used in this document will have their ordinary meaning as listed in the most recently updated edition of the Macquarie Dictionary.