



# THE METROPOLITAN ORCHESTRA

---

## TMO Junior – Terms and Conditions

### Standards Required

1. Standards expected of our musicians, parents and volunteers are outlined in The Metropolitan Orchestra policies, which are on The Metropolitan Orchestra website <https://www.metorchestra.com.au/child-safety/>. You agree to accept and abide by these policies, including:
  - TMO Standard Terms & Conditions
  - TMO Participant Code of Conduct Policy
  - TMO Child Safe Policy
  - TMO Child Safe Guidelines
  - TMO Photography Policy.
2. You understand that the Camp requires a high level of commitment and behaviour you're your child/ward. You have explained to him/her that during the Camp, he/she will be required to work hard and concentrate on all that is going on (we will also have a lot of fun!).
3. If we decide that your child is not coping with the demands of the Camp or their behaviour is causing difficulties or risks for our staff, volunteers or other participants, we may remove your child from the Camp. We will always discuss this with you first. Should this occur during the camp, you will be required to collect your child (or arrange for them to be collected) at your own cost.
4. Refunds are not available after a purchase has been confirmed except as outlined in [TMO's Standard Terms & Conditions](#).

### Medical Issues and Consent

5. It is important that you have fully disclosed, any allergies, other medical conditions or medical history which may be relevant, particularly with respect to food allergies and dietary requirements. You also need to tell us about any behavioural, learning, social or other issues which may be relevant to how your child engages in the Camp. In running the Camp and in determining the appropriate response to a medical issue, we will be entitled to assume that the information you have given us is complete and up to date. It is your responsibility to advise us of any changes when you become aware of them.
6. If your child suffers an accident or medical issue while participating in the Camp, it may be necessary for us to respond, whether that may be by giving them paracetamol for a fever or headache or taking them to a doctor or hospital in more serious cases. We will generally

**PO BOX 625 BALMAIN NSW 2041**

**Phone: (02) 8004 3472 Email: [info@metorchestra.com.au](mailto:info@metorchestra.com.au)**

**[www.metorchestra.com.au](http://www.metorchestra.com.au)**



# THE METROPOLITAN ORCHESTRA

---

seek to contact you before we do so, but this may not always be possible or appropriate (for example, in an emergency).

7. If a medical issue arises for your child, you consent to us administering minor treatment (eg: paracetamol, dressings for minor cuts) and organising such medical treatment (which may include surgery under anaesthetic) from appropriately qualified practitioners as we consider fit in the circumstances. In doing this, we will take into account the medical and other information (including as to allergies) you have notified to us.
8. You agree to pay or reimburse all costs and expenses incurred by us in responding to a medical issue affecting your child.

## **Copyright, Intellectual Property, Name and Image**

9. We may publish your child's name in printed programs, and video credits. We seek to protect your child's identity and do not publish names alongside photos and other identifying information without your permission.
10. You consent to us photographing and recording (audio, video or both) your child's participation in the Camp and using any such photos and recordings in our normal activities (such as concerts, special projects and promotional activities). We may post photos and recordings on digital platforms such as YouTube, Instagram and Facebook.
11. All copyright and other intellectual property rights which are created by your child or come into existence through your child's participation in the Camp are transferred and vest in us immediately upon creation or coming into existence. You will do anything we reasonably ask to give effect to or perfect any such transfer. Neither you nor your child will be entitled to any compensation or consideration for any such transfer or vesting.
12. If your child retains any moral rights in respect of any intellectual property rights vested in or transferred to us, we will consult with you in good faith as to any issues of attribution and integrity. However, if we don't reach agreement following consultation, you agree not to take any action against us with respect to any alleged infringement of those moral rights.

## **Privacy and Personal Information**

13. You acknowledge that we need certain personal information (including certain medical information referred above) in order for your child to participate in the Camp. You consent to us collecting personal information about your child, and using it for any purpose associated with the Camp. We may disclose your child's personal information to third parties with whom we deal in administering the Camp. In doing this, we will comply with all privacy laws, and also our privacy policy, which you can access on The Metropolitan

**PO BOX 625 BALMAIN NSW 2041**

**Phone: (02) 8004 3472 Email: [info@metorchestra.com.au](mailto:info@metorchestra.com.au)**

**[www.metorchestra.com.au](http://www.metorchestra.com.au)**



# THE METROPOLITAN ORCHESTRA

---

Orchestra's website, <https://www.metorchestra.com.au/>. You may access, modify, or delete your child's personal information by contacting our office on 02 8004 3472 or at [admin@metorchestra.com.au](mailto:admin@metorchestra.com.au).

## **Risk of Participation in the Program**

14. To the full extent permitted by law:

- a. The Metropolitan Orchestra (TMO), our staff and volunteers are not liable to you, your child or anyone else for any personal injury, (damage to personal instruments/equipment or personal belongings) or any other loss you or your child may incur as a result of, or in connection with their participation in the Camp or any activities incidental to the Camp, and
- b. you agree that all risks of any such injury, loss or damage are borne by you and your child.

**PO BOX 625 BALMAIN NSW 2041**

**Phone: (02) 8004 3472 Email: [info@metorchestra.com.au](mailto:info@metorchestra.com.au)**

**[www.metorchestra.com.au](http://www.metorchestra.com.au)**