



Bus Stop Employment Terms and Conditions

These terms and conditions and any policies of Bus Stop Films Ltd (ABN 36 154 056 630) (**Bus Stop Films**) referred to in them (**Terms and Conditions**) apply to Membership and/or training modules you enrol in and participate in as part of the Bus Stop employment program (**Bus Stop Employment**).

By applying to register with Bus Stop Employment and any of its training modules, you agree with Bus Stop Films to be bound by the Terms and Conditions.

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

1. INTERPRETATION

1.1 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 Membership is provided).

Membership means membership provided by Bus Stop Employment.

Membership Guidelines means guidelines provided by Bus Stop Films and signed by you.

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

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

2. MEMBERSHIP

2.1 Acceptance as a member

Bus Stop Films will review your application and may accept or decline your application to register for Bus Stop Employment depending on whether the application meets Bus Stop Employment's eligibility criteria (as reasonably determined by Bus Stop Films). Bus Stop Films agrees that it will only decline your application acting reasonably. Your acceptance into Bus Stop Employment is contingent upon you making payment of your annual membership fee (as applicable), providing a fully completed admission form, as prescribed by Bus Stop Films, including signing and consenting to the Privacy Policy, and agreeing to comply with the Membership Guidelines.

2.2 Provision of Membership

Subject to these Terms and Conditions, Bus Stop Films will use their reasonable efforts to provide you with access to screen industry workplace opportunities. Bus Stop Films gives no guarantee to you that you will receive a workplace placement. In addition, Bus Stop Films makes no representation or warranty as to the suitability, ongoing availability or duration of any opportunity obtained through Bus Stop Films. Bus Stop Films does not endorse or recommend any of the workplace opportunities made available to you and strongly recommends that you assess the suitability of any positions prior to agreeing to any placement.

Any training or modules offered through Bus Stop Employment are charged at an additional cost. Any outstanding payments for more than 3 months will result in removal from Bus Stop Employment.

2.3 Declaration

Upon submitting an application for Bus Stop Employment, 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 personal information and photo image for identification purposes;
- (d) understand that information collected during your registration and membership 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. Membership fees, training module fees and assessment fees will be payable for your participation.

3. FEES

3.1 Payment of fees

- (a) You must pay, or arrange for payment of, all applicable Membership registration fees or training modules 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.
- (b) A non-refundable membership fee of \$150 is payable upon the submission of an application for Bus Stop Employment.
- (c) If Bus Stop Films does not receive the registration fees by the due date, Bus Stop Films may remove you from any workplace opportunities, training modules and Membership in which you are registered.

- (d) For the avoidance of doubt, and subject to clause 8, you agree that you will be liable for all applicable Membership registration fees.

4. PARTICIPANT BEHAVIOUR

- (a) You agree that, as a member of Bus Stop Employment, you must:
 - (i) complete the initial workplace assessment with an approved officer;
 - (ii) treat all staff, fellow members and external partners with respect and dignity;
 - (iii) comply with reasonable instructions given to you by Bus Stop Films;
 - (iv) comply with Bus Stop Films' policies as notified to you from time to time, including the consent and Membership Guidelines signed by you as part of the prescribed acceptance forms;
 - (v) treat others around you with respect and care. This includes:
 - (A) being mindful of the boundaries of others;
 - (B) stopping behaviour when asked;
 - (C) respecting and accepting the decisions of others; and
 - (D) not touching others inappropriately, including not engaging in any touching of a sexual nature, such as touching breasts, bottoms or genital areas.
- (b) Any behaviour which is in breach of the above may be deemed by Bus Stop Films to be serious misconduct. Bus Stop Films has the right to suspend or remove a member's acceptance to participate in Bus Stop Employment if they engage in serious misconduct. For the avoidance of doubt this includes suspension or removal of your Membership.
- (c) 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 Membership (**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. Those Materials are protected by, and your use of the Membership is subject to, all relevant intellectual property laws.
- (b) You must not modify, sell, assign, sublicense, copy, share, disclose, distribute, reproduce, lease, or grant or transfer any interest in the Materials to another

person without the prior written consent of Bus Stop Films. Bus Stop Films reserve the right to take all steps necessary to prevent the unauthorised copying, distribution, reproduction, transmission, communication or exploitation of the Materials.

6. REFUNDS, TRANSFERS AND SUBSTITUTIONS

6.1 Refunds

- (a) Refunds, where applicable will be reviewed on a case-by-case basis.
- (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 Employment will deduct any "refunds" or credits granted under this clause 8 from its invoice for the applicable training fees.

6.2 Cancellation or change by Bus Stop Films

- (a) Bus Stop Films may **cancel** any Membership at any time for any reason. In the event of the cancellation of a training program in which you are enrolled, Bus Stop Films will provide you with either a credit in the amount of fees paid for the training program that can be applied towards another training program (a **Transfer Credit**), or a full refund at your election.
- (b) Bus Stop Films may **change** any training 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 training program in which you are enrolled:
 - (i) prevents you from attending the training program; or
 - (ii) means that the training 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 5 Business Days of being advised of the change.
- (c) Bus Stop Films may remove you from any training program or Membership 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 training program or Membership pursuant to this clause 6.3(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 within 14 days of the course commencing. Otherwise, you will be eligible for the full course fees.
- (b) **(Withdrawals)** If you wish to withdrawal from your program you will be required to pay the appropriate withdrawal fee.
- (c) 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, compassionate or exceptional circumstances and Bus Stop Films reserves the right to require evidence substantiating such circumstances to Bus Stop Films' reasonable satisfaction.
- (d) **(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 one Business Day prior to the commencement of the relevant program, and the new participant must provide all registration details for that program by that same date.
- (e) **(No-shows)** If you have not cancelled or substituted your registration for a program in accordance with the time frames set out above Bus Stop Films will not be required to provide a refund and any fees that you have paid, or owe, in respect of that program will be forfeited.

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. Whilst we take all reasonable endeavours to ensure it is the case, we do not guarantee that any work placement opportunity will keep confidential any member information or data provided to them.

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 Liability

To the maximum extent permitted by law, Bus Stop Films:

- (a) the services are provided “as is” and “as available” with all faults and without warranty or conditions.
- (b) makes no promises any promises or assurances to you about the Membership or training materials including without limitation that your use of the services will be uninterrupted or error free;
- (c) no representations or warranties in relation to the accuracy or completeness of the information, advice or other training materials available on or via your Membership and does not accept any liability in relation to your reliance on such information, advice or other training materials; and
- (d) all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by Bus Stop Films of the Membership or otherwise in connection with these Terms and Conditions are expressly excluded.

9.3 Indemnity

You agree to fully indemnify Bus Stop Films and keep us fully indemnified against liability for, or in respect of, any and all 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 or Membership that breach these terms and conditions.

9.4 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
 - (A) 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
 - (B) 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.

9.5 Governing Law

- (a) These Terms and Conditions are governed by the laws in force in Australia.
- (b) Each of the Parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.