

MELBOURNE ELECTRONIC SOUND STUDIO LIMITED

GENERAL TERMS AND CONDITIONS

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[Melbourne Electronic Sound Studio Limited](#)

ABN 76 607 434 060 ACN 607 434 060

15 Dowling Place, North Melbourne, VIC, 3051 AUSTRALIA

e. admin@mess.foundation p.+61 3 9329 7177

Overview

The following terms and conditions cover the rights and responsibilities of any person who purchases, attends and/or participates in a MESS program including, but not limited to, Membership, studio sessions, studio tours, residencies, commissions, workshops and courses, at Melbourne Electronic Sound Studio Ltd (hereinafter referred to as 'the User') and the organisation Melbourne Electronic Sound Studio Ltd (hereinafter referred to as 'MESS').

MESS offers its products, services and events available to the User, conditionally upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Service carefully before purchasing, accepting or accessing any MESS products, services or events. By purchasing, accepting or accessing any MESS products, services or events, the User agrees to be bound by these Terms and Conditions. If the User does not agree to all the terms and conditions of this agreement, then the User may not access any MESS products, services or events. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new products, services or events which are offered by MESS shall also be subject to the Terms and Conditions. The User can review the most current version of the Terms and Conditions at any time on this page. MESS reserves the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is the Users responsibility to check this page periodically for changes. The Users continued use of or access to MESS products, services or events following the posting of any changes constitutes acceptance of those changes.

"MESS Studio" refers to MESS premises and registered office located at 15 Dowling Place, North Melbourne, Victoria, Australia. The MESS Studio houses MESS's collection of electronic sound and musical instruments and devices. MESS Studio is currently the main, but not sole location for delivery of MESS products, services and events.

A "session" refers to time spent in MESS Studio by Users. This is typically a single continuous four (4) hour period, but may be a duration of time other than this. A session may also constitute time spent in the MESS Studio as part of an event held at the MESS Studio, such as a workshop, lecture, class or course.

Code of Conduct

The User agrees to abide by the [MESS Code of Conduct](#) at all times when at MESS premises and/or in the use or access of any MESS product, service or event. Any person that MESS deems to be a violation of the Code of Conduct may result in action as outlined in the General Conditions below.

The Code of Conduct may be accessed via <https://mess.foundation/policies> or at https://docs.google.com/document/d/17f-Asf2myfYG2D22XKeBMuUbnT_IBpStqb9uL6k_Dak

General Conditions

MESS reserves the right to refuse the purchase of MESS product, service or access to any MESS event or activity at its absolute discretion. MESS also reserves the right to refuse access or entry to MESS premises and/or events where MESS is the sole or part producer at its absolute discretion.

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MESS reserves the right to suspend or cancel any product and suspend, cancel or revoke any service or event without refund to any User that breaches these Terms and Conditions, the Code of Conduct or any other MESS policies.

Users agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any product, service or event created or produced by MESS, without express written permission.

MESS acknowledges that the User may create original creative, artistic and intellectual material by using MESS products and services, and through participation in MESS events. MESS recognises this material as being the legal property of the User. All rights to these materials are reserved by the User. MESS agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of any creative, artistic and intellectual material created or produced by the User, without express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

Unless explicitly stated otherwise, only persons over 18 years of age may be a User. Some products, services and events are unavailable to persons under the age of 18 years. People under the age of 18 years may gain access to MESS products, services and/or events, but only with written permission from MESS. Persons under the age of 18 years are also required to gain the written permission, or be under the supervision of, a parent or legal guardian to access MESS products, services or events.

Effective Date

These terms and conditions are effective as of the date outlined in the header of this document.

Accuracy, Completeness and Timeliness of Information

MESS is not responsible if information made available via its products, services and events is not accurate, complete or current. The material provided is for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material delivered via MESS products, services and events is at your own risk.

MESS products, services and events may contain certain historical information. Historical information, necessarily, is not current and is provided for Users reference only. We reserve the right to modify the contents of our products, services and events at any time, but we have no obligation to update any information as part of our products, services and events. You agree that it is your responsibility to monitor changes to MESS products, services and events.

The User recognises that MESS is not a certified educational institution. The User agrees that participation in and/or completion of any class, workshop, session, course, or other educational offering and or product does not constitute the award or possession of a legally recognised qualification, certificate or degree.

Modifications to Products, Services, Events and Prices

Prices for MESS products, services and events are subject to change without notice. MESS reserves the right at any time to modify or discontinue products, services and events (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the product, service or event.

Accuracy of Billing and Account Information

MESS reserves the right to refuse any order you place with us. MESS may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Users agree to provide current, complete and accurate purchase and account information for all purchases made from MESS. Users agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Collection Access and Use: Policy and Procedures

The User agrees to abide by the [Collection Access and Use - Policy and Procedures](#) at all times when attending the MESS Studio premises. Any person that MESS deems to be in violation of the Collection Access and Use - Policy and Procedures may result in action as outlined in the General Conditions above.

The Collection Access and Use - Policy and Procedures may be accessed via <https://mess.foundation/policies> or at https://docs.google.com/document/d/11iucVZGJKlxxNWqnbjvp-S9skDWt7s_A2utlKNESDM

Personal Information & Privacy

Your submission of personal information through any MESS product, service or at, or as part of an event is governed by the [MESS Privacy Policy](#).

The MESS Privacy Policy may be accessed via <https://mess.foundation/policies> or at <https://docs.google.com/document/d/1-lZkd0hIW-e-LCTzCQb6ugC1HiGE91RNuYq46CJU8o>

Ticketing: Terms and Conditions

Any purchase of a ticket or place for any MESS service and/or event is governed by the [Ticketing Terms and Conditions](#).

The Ticketing Terms and Conditions may be accessed via <https://mess.foundation/policies> or at <https://drive.google.com/open?id=1dHwpMCEs58MOio6ecfXRKYPIRJTZ3iq4uk3bz7N5l-o>

MESS Refund and Returns

Any refunds or returns requested for a MESS product, service and/or event is governed by our [MESS Refund and Returns Policy](#).

The Refund and Returns Policy may be accessed via <https://mess.foundation/policies> or at https://drive.google.com/open?id=1DB0xppMWGe-PhP7bIByUEdVQ5SdgcZqQo6p5XZ8H_l4

MESS Complaints Handling: Policy and Procedure

Any complaints, (informal or formal), that are received by MESS staff or other MESS representatives are governed by the [MESS Complaints Handling Policy and Procedure](#).

The Complaints Handling Policy and Procedure may be accessed via <https://mess.foundation/policies> or at <https://docs.google.com/document/d/1AMwDFcop69PkdB-GAHEiz7mfVHeql442-DazqUD9fPM>

Membership: Definition, Conditions and Benefits

Users who purchase a MESS Membership product are referred to as “MESS Members” or “Members”. MESS Membership defines a User as a person who meets the requirements and receives the benefits as outlined below. MESS is not an incorporated association and as such the term Membership as it applies to MESS does not imply or entitle the User to any rights bestowed upon members of incorporated associations.

To gain a MESS Membership the User must;

- Agree to and abide by these Terms and Conditions.
- Be over the age of 18 years of age, unless otherwise permitted by MESS.
- Purchase or be gifted a Membership product via the MESS website , or in-person at MESS premises.

Membership duration lasts for the period as indicated by the membership subscription the User purchases. Membership commences beginning on the date that the purchase payment is processed. Once membership commences, the User is deemed to have the status of an “Active Member”. Once deemed an Active Member, the User will have conferred to them all of the benefits and responsibilities outlined below. Membership continues for the period as indicated by the membership product the User purchases.

At the end of the subscription period, the membership will automatically renew, unless the user chooses to opt out. Users will be emailed a fortnight before their membership expiry date with instructions on how to opt out of subscription renewal. Users who renew their subscription will remain an “Active Member”. Users who do not renew will be deemed to have an “Expired Membership”, and will forfeit access to any of the benefits held by an Active Member or until such time as they become an Active Member.

The following benefits are available to Users who are Active Members;

- Booking and access to the MESS Studio within normal operation hours. Bookings are defined as a single continuous 4 hour block, hereinafter referred to as a “session”.

- Subject to availability, in any given session Members can bring one (1) guest to a session for no additional charge. This guest must work alongside the Member. Guests are not considered members and therefore are restricted from the benefits conferred to Active Members, which includes working alone in the studio. On arrival guests must sign in with the Studio Supervisor. Guest access is subject to agreement with these Terms & Conditions.
- Preferential treatment when accessing MESS products, services and events. This may include but is not limited to; discounted rates and early access to purchase or receive selected MESS products, services or events. Where possible the same applies to products, services or events where MESS is not the sole producer.

All Members of MESS agree to abide by our Code of Conduct, follow any instructions given by MESS staff members, and observe all operating health and safety measures at all times.

Casual User: Definition and Conditions

A Casual User is defined as any User of MESS Studio and/or attendee at MESS premises who is not currently an Active Member.

To be a Casual User the User must;

- Agree to and abide by these Terms and Conditions.
- Be over the age of 18 years of age, unless otherwise permitted by MESS.

Users must also meet one of the following conditions to be a Casual User;

- Are registered as attending an event at MESS.
- Have purchased or been gifted a Single Session or Starter Pass to MESS Studio.
- Have been invited to attend by a MESS staff member, board member or other authorised person.

All casual users of MESS agree to abide by our Code of Conduct, follow any instructions given by MESS staff members, and observe all operating health and safety measures at all times.

Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through MESS is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Third-Party Content, Products and Services

Certain content, products and services available via MESS may include materials from third parties.

Use of MESS products, services and events may direct you to third parties that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

User Comments, Feedback and Other Submissions

If, at our request, the User sends certain specific submissions (for example course or program application entries) or without a request from us the User sends creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), the Users agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that the User forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine at our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

The User agrees that their comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. The User further agrees that their comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of MESS products, services or events. The User may not use a false e-mail address, pretend to be someone other than themselves, or otherwise mislead us or third-parties as to the origin of any comments. The User is solely responsible for any comments they make and their accuracy. MESS takes no responsibility and assumes no liability for any comments posted by the User or any third-party.

Errors and Inaccuracies

Occasionally there may be information delivered as part of MESS products, services and/or events that contains typographical errors, inaccuracies or omissions that may relate to any aspect of the information delivered. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the product, service or event is inaccurate at any time without prior notice (including after the User has submitted their order, commenced any service or accessed any event).

We undertake no obligation to update, amend or clarify information in the product, service or event, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in a product, service or event, should be taken to indicate that all information in the product, service or event has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms and Conditions, the User is prohibited from using MESS products, services or events: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, state or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of MESS products, services and/or events; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent security features of any product, service or event. We reserve the right to terminate the Users use of any MESS product, service or event for violating any of the prohibited uses.

Disclaimer of Warranties; Limitation of Liability

MESS does not guarantee, represent or warrant that the Users use of MESS products, services or events will be uninterrupted, timely, secure or error-free.

MESS does not warrant that the results that may be obtained from the use of any product, service or event will be accurate or reliable.

The User agrees that from time to time we may remove a product, service or event for indefinite periods of time or cancel or reschedule products, services or events at any time. Where possible, MESS will endeavour to inform the User of these changes within a reasonable time however MESS reserves the right to implement these changes without informing the User.

The User expressly agrees that the Users use of, or inability to use, MESS products, services and events is at the Users sole risk. All products and services delivered to the User through the MESS products, services or events are (except as expressly stated by us) provided 'as is' and 'as available' for the Users use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall MESS, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from the Users use of any MESS products, services or events, or for any other claim related in any way to the Users use and access to a product, service or event, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use or access to a MESS product or service or event or any content (or product) posted, transmitted, or otherwise made available via a product, service or event even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

The User agrees to indemnify, defend and hold harmless MESS and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of the Users breach of these Terms and Conditions or the documents they incorporate by reference, or the Users violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either the User or MESS. The User may terminate these Terms and Conditions at any time by notifying us that they no longer wish to use or access MESS products, services and events.

If in MESSs sole judgment the user fails, or MESS suspects that the User has failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and the User will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the User access to MESS products, services and events (or any part thereof).

Entire Agreement

The failure of MESS to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us in respect to MESS products, services and/or events constitutes the entire agreement and understanding between the User and MESS and govern the Users use and access of MESS products, services and events, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between the User and MESS (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

Governing Law

These Terms and Conditions and any separate agreements whereby we provide the User with products, services and/or events shall be governed by and construed in accordance with the laws of Australia.

Changes to Terms and Conditions

The User can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is the Users responsibility to check our website periodically for changes. The Users continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.