



Terms of Use Agreement

This Terms of Use Agreement gives to you, the Educational Institution, on payment of the Access Fee, permission to access the Published Material and use of such material only on the terms and conditions as set out in this agreement (“Agreement”). Please carefully read the [Terms and Conditions](#) and [Privacy Policy](#) that apply to Playlab Theatre.

It is agreed as follows:

1. DEFINITIONS

1.1. In this Agreement, the terms below shall have the following meanings:

"Authorised User" means an individual at the Educational Institution who is:

- a current student of the Educational Institution (including current pupils, current undergraduates, and current postgraduates as applicable);
- a member of staff of the Educational Institution (whether permanent or temporary);

"Educational Purposes" means use for the purpose of education, teaching, distance learning, private study and/or research.

"Access Fee" means the fee payable by the Educational Institution for access Remote Learning Resources, as stated on the Request Form.

"Published Material" means the publications and any other educational materials and content made available to the Educational Institution or Authorised Users via Playlab Theatre.

"Request Form" means the request form for remote access for schools which references this Agreement or to which this Agreement is attached.

2. AUTHORISATION AND ACCESS

2.1 To access the Remote Learning Resources, the Educational Institution must fill out the online Request Form on the Playlab Theatre website, specifying the number of Authorised Users (maximum 50), and pay the Access Fee.

2.2 Playlab Theatre shall provide the Educational Institution with remote access and passwords through which the specified number of Authorised Users from the Educational Institution may access Remote Learning Resources. The Educational Institution is responsible for safeguarding and maintaining the confidentiality of its associated login credentials and remains responsible for any and all activities conducted on its Remote Learning Resources.

2.2 Subject to the Educational Institution’s full and ongoing compliance with the terms of this Agreement, Playlab Theatre hereby authorises the Educational Institution and Authorised Users to access and use Remote Learning Resources, subject to the terms of this Agreement, in each case under the protection of a password and for Educational Purposes only.

3. PERMITTED USE

3.1 This Agreement permits the Educational Institution to allow Authorised Users, for Educational Purposes only, to access Remote Learning Resources via the secure password in order to view the Published Material.

3.2 Nothing in this permitted use shall be construed as granting any rights in or to the Published Work.

4. RESTRICTIONS

4.1 In this Agreement, the Institution and Authorised Users may not:

4.1.1 sell, resell, loan, hire or otherwise transfer access to Remote Learning Resources or any of the Published Materials;

4.1.2 provide access to or allow use of Remote Learning Resources or Published Material by anyone other than Authorised Users;

4.1.3 access Remote Learning Resources on an electronic network other than via a Secure Network;

4.1.4 use all or any part of the Published Material for any purpose other than an Educational Purpose;

4.1.5 forward, duplicated or on-sold any electronic copies of Published Works as these activities may result in an illegal breach of copyright.

4.1.6 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

4.1.7 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Remote Learning Resources without permission;

4.2 These restrictions shall survive any termination or expiration of this Agreement.

5. ACCESS FEE

5.1 The Educational Institution will, within 7 days of receipt of Playlab Theatre's invoice, pay to Playlab Theatre the Access Fee. Payments to Playlab Theatre shall be made by bank transfer; per bank details on the invoice you will be issued.

5.2 Playlab Theatre will grant access to Remote Learning Resources and any of the Published Materials upon the receipt of the Access Fee.

6. TERM AND TERMINATION

6.1 This Agreement will be effective from the date the Educational Institution first accesses Remote Learning Resources and shall continue until the date specified on the Request Form (the "**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement.

6.2 This Agreement will automatically cancel at the end of the Initial Term (3 months) unless the Educational Institution provides written notice and an additional Access Fee for the agreement to continue beyond the Initial Term.

6.3 Either Playlab Theatre or the Educational Institution may terminate this Agreement at any time in the event the other party materially breaches the terms of this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective seven days after receipt of the written notice unless during the relevant period of seven (7) days the defaulting party remedies the breach and confirms this by written notice to the other party who shall confirm the breach has been satisfactory remedied.

6.4 Upon termination or expiration of this Agreement for any reason, the Educational Institution and Authorised Users shall cease use of Remote Learning Resources.

6.5 Upon termination of this Agreement by Playlab Theatre due to a material breach Playlab Theatre shall have the right to immediately cease providing access to Remote Learning Resources and the Published Material to the Educational Institution and Authorised Users. The Educational Institution shall not be entitled to any refund of Access Fees paid prior to such termination.

6.6 Upon termination of this Agreement by the Educational Institution due to a Material Breach by Playlab Theatre, Playlab Theatre shall provide a pro-rated refund of the Access Fee for the amount of time remaining in the Initial Term or renewal term, as applicable, provided that the Educational Institution has complied with Section 6.3.

7. PERFORMING THE PLAYS

7.1 All publications offered on Remote Learning Resources are protected by Australian and international copyright law. Before performing a play, you are legally obliged to obtain permission. Performance rights must be obtained separately from the playwright or their representative for any performance or public reading of any text. All inquiries concerning performance rights, publication, translation or recording rights should be addresses to Playlab, PO Box 3701, South Brisbane B.C., QLD 4101. Email: info@playlabtheatre.com.au.

8. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

9.1 The Educational Institution acknowledges and agrees that all Intellectual Property Rights in the Published Material are either the sole and exclusive property of Playlab Theatre or are duly licensed to Playlab Theatre and that this Agreement does not assign or transfer to the Educational Institution and Authorised Users any right, title or interest except for the right to access and use the Published Material in accordance with the terms and conditions of this Agreement.

10. REPRESENTATION and WARRANTIES

10.1 Playlab Theatre warrants to the Educational Institution to the best of its knowledge that the Published Material and all Intellectual Property Rights therein are owned by or licensed to Playlab Theatre and that the Published Material used as contemplated in this Agreement does not infringe any third party Intellectual Property Rights.

10.2 Playlab Theatre makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Published Material and accepts no liability for loss suffered or incurred by the Educational Institution or Authorised Users as a result of their reliance on the Published Material.

10.3 In no circumstances will Playlab Theatre be liable to the Educational Institution for any loss resulting from a cause over which Playlab Theatre does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

11. FORCE MAJEURE

11.1 Either party's failure to perform any term or condition of this Agreement as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ("**Force Majeure**") shall not be deemed to be, or to give rise to, a breach of this Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 In relation to the operation of this Agreement and as between each other, the parties shall conduct themselves in good faith.

12.2 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with Australian Law.

12.3 Any disagreement about the operation of this Agreement shall be settled by the matter being promptly referred to a senior executive from each of the parties, authorised to agree a solution. The senior executives shall have 30 days from the raising of the disagreement to discuss and resolve the matter. If the senior executives cannot resolve the matter, each party irrevocably agrees that the Australian Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter.

13. NOTICES

13.1 All notices required to be given under this Agreement shall be given in writing and sent by email or post to the relevant address set out below, or to such other address as may be notified from time to time under this Agreement:

By email: info@playlabtheatre.com.au; or

By writing: Playlab, PO Box 3701, South Brisbane BC, QLD 4101

14. GENERAL

14.1 This Agreement constitute the entire agreement between the parties relating to the Published Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

14.2 The provisions of this Agreement are separable and, if any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

14.3 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.