



30 Alexandra Street | Southend-On-Sea | Essex | SS1 1BU

07515 271514 | hello@thesongschool.co.uk

TERMS & CONDITIONS

Definitions

“the Company” refers to The Song School

“the Coach(es)” refers to the coach(es) providing the lesson

“the Student” refers to the individual taking part in the class

“the Student Portal” refers to the area where the student can login (via www.thesongschool.co.uk/login to manage their profile, lesson notes, resources, log their practise

“Term” in the above context corresponds to the termly calendar in Local Authority (LA) schools.

Terms and Conditions

1. Fees

Fees are based on lessons taking place during term time (dates of all lessons are set out in the student portal). Fees are subject to an annual review and fall in line with advice from member bodies such as Musicians Union. Where Lesson fees are increased as a result of such a review, the Company shall endeavour to give the parent/caregiver at least one month's notice of such increase. The parent/caregiver shall have the right to terminate this agreement on written notice to the Company without liability to pay for any further Lessons (and to receive a refund in respect of any Lessons for which the Student has paid in advance) in the event that the applicable Lesson fees increase.

2. Missed Lessons

a. Groups

Any Lesson missed by the Student shall be paid for unless otherwise agreed with the Company

b. 1:1 coaching

We require at least 24 hours' notice to the Company, for any lesson cancellations; at which point a lesson credit will be issued, to be made up at a later date. All lesson credits must be made up within the given term. Any lesson missed by the Student shall be paid for unless otherwise agreed with the Company. If the Coach or a substitute coach is unavailable to give any scheduled Lesson, a lesson credit will be allocated. Make up lessons usually take place during half-term/School holidays. Details of any lesson credits are available via the Student Portal.

c. Process to report cancellation/absence

All lesson cancellations must be logged by the parent/caregiver (or student if they have permission) within the student portal.

3. Additional Lessons

Extra Lessons, classes or workshops may be scheduled at any other time by mutual agreement with the Company. We will keep you up to date with what's coming up via the 'parent mail' – a regular email dedicated to keeping you up to date,



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4. Cooling-off Period

- a. The Student/Guardian has a legal right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the "cooling off period" set out in 4(b) below. This means that during that cooling off period if the Student changes their mind or decides for any other reason that they do not want to take part in classes, the parent/caregiver can notify the Company of their decision to cancel the agreement and receive a refund for any Lessons paid for in advance.
- b) The Student's cooling off period starts from the date of the first class and ends 14 days later. To exercise the right to cancel you must inform us in writing via email to: hello@thesongschool.co.uk Stating you would like to exercise your right to use the cooling off period.

5. Limitation of Liability

- a. If the Company fails to comply with the terms of this agreement they are responsible for loss or damage the Student suffers that is a foreseeable result of the Company's breach or their negligence, but is not responsible for any loss or damage that is not foreseeable.
- b. The Company does not in any way exclude or limit their liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation.

6. Goods

From time to time, the Student may request that the Company:

- a. Supplies them with goods (for example, sheet music, strings or reeds): or
- b. Loans them an instrument or other equipment, in connection with the provision of the Lessons or the undertaking of performances and/or examinations.

This agreement is not intended to include provisions applicable to those scenarios, and the Student and the Company should mutually agree relevant terms in writing as required.

7. Termination of Agreement

A decision to discontinue Lessons after the cooling off period may be taken by the parent/caregiver or the Company in which case written notice of 1 month shall be given by the party seeking to discontinue. In the event that the Student discontinues classes with insufficient notice, the parent/caregiver will be liable to pay fees for those classes not taken during the notice period. To exercise the right to cancel you must inform us in writing via email, as follows: hello@thesongschool.co.uk stating that you would like to give us one months' notice.

8. General

- a. All Coaches have a current DBS check or Disclosure Scotland, check, a copy of which can be provided on request.
- b. All Coaches agree to comply with all of the Company's safeguarding advice.
- c. All Coaches and the Company agree to comply with all applicable laws, statutes, regulations including in relation to confidentiality, privacy, GDPR and the protection of personal data.
- d. Neither party shall be liable to the other party for any breach by the other of any of the terms and conditions herein occasioned by any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such a party.
- e. The Student/Guardian undertakes not to make photocopies of any music.
- f. The Student is responsible for the insurance of the Student's instrument.



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- g. In the interests of the Student's well-being whilst in the Company's care, the Company must be informed of any medical condition or additional needs affecting the Student.
- h. If the Student is under eighteen:
 - i. The Student's parent or guardian gives permission for any of the Company's coaches to teach the Student.
 - ii. All communications regarding missed or cancelled lessons must be between the parent/caregiver and the Company. Under no circumstances should the Student contact the Company directly
 - iii. For the purposes of confidentiality and privacy, all communications between the parent/caregiver and the Company should be via email. [Communication by telephone should only take place where necessary due to urgency e.g. unavoidable last-minute cancellations].

NOTES FOR GUIDANCE

The Company and its staff are insured in respect of legal liability that may arise following injury or damage to members of the public at the premises; 30 Alexandra Street, Southend-On-Sea. The limit of indemnity is £10m.

It is important to note that whilst a Coach will use their best endeavours to ensure the Student makes satisfactory progress, this cannot be guaranteed. In particular, careful regular practice as advised by the Coach is a prerequisite of success on any musical instrument or in any musical endeavour.

ADDITIONAL CONDITIONS

9. Lessons during a pandemic

The Company will adhere to any government guidelines in the event of a pandemic to ensure staff and 30 Alexandra Street are safe. During this time, there are a number of scenarios whereby face to face lessons will not be possible. These include, but are not limited to the following;

- o A national lockdown
- o Additional restrictions
- o Either a Coach or student has displaying one or more of the symptoms including, but not limited to: high temperature, new and continuous cough, loss of taste/smell, during their time on premises

In any of these circumstances, lessons will be delivered online via our preferred programme, Zoom (we reserve the right to switch to a different provider at any time).

You will be notified of these changes as they arise. You should also keep the office (via email at hello@thesongschool.co.uk) informed of any scenarios whereby the student has developed symptoms, so we can take the appropriate measures.

10. Online learning

In addition to the clauses set out in our terms and conditions, the following also apply when lessons are delivered online:

- a. The parent/caregiver is responsible for ensuring that the Student is available for their class(es); as confirmed by email (24 hours before the lesson) and in their personal schedule via the student portal. Lessons will start on time. Any late comers will remain in the virtual waiting room until someone is available to let them in.



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- b. The parent/caregiver is responsible for providing suitable space and appropriate technology to enable online learning to be provided as advised by the Company.
- c. The parent/caregiver is responsible for ensuring that the online teaching platform recommended by the Company is installed and ready for use prior to the commencement of lessons. Whilst the Company will endeavour to keep abreast of any changes and universal technical problems, these should generally be referred to the software/platform provider, as they are discovered.
- d. Where possible the parent/caregiver should assist the Student in limiting their profile within the online teaching app, using settings and preferences to maximise privacy. The Company will commit to doing the same.
- e. The online teaching platform must not be used by the parties for any other purpose than teaching, e.g. sharing photos or general messaging. Sharing and messaging can be used in relation to the lesson.
- f. Any defamatory, offensive or illegal material aired online by the Student, or inappropriate behaviour by the Student, will result in the immediate removal from the lesson. What constitutes such behaviour will be determined in the reasonable opinion of the Coach(es) involved. In this instance, the Company reserves the right to withdraw entirely from this agreement with immediate effect. No fees will be refunded.
- g. Both the Coach(es) and Student must dress appropriately for the online lesson.
- h. Both Coach(es) and Student should present against a neat and tidy background when using video.
- i. Materials supplied electronically by the Company remain the Intellectual Property of the Company.
- j. The Company is not liable for any technical faults, failures or damages of equipment used at the Guardian's/Student's premises or elsewhere for the purposes of receiving online teaching and will not be required to make up any lost teaching time caused by such faults, failures or damages. Moving equipment in order to enhance the quality of video/audio is done at the Guardian's/Student's risk.
- k. The Company is not required to make up lost time due to technical difficulties experienced at the Guardian's/Student's home or other location used for the purposes of receiving online teaching, e.g. insufficient or unreliable broadband to support audio and video, poor sound quality, computer hardware and software problems, etc.

End.



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