# TERMS AND CONDITIONS - TUITION



**Definition:** For the purpose of this agreement "Term" refers to one of the following periods: Autumn (September to December), Spring (January to March), Summer (April to July)

This document is for the named parent/carer and payer of invoices for instrumental and/or vocal tuition with Kent Music. If you are a school staff member completing this application on behalf of a parent/carer, you should not proceed with lesson application before ensuring the parent/carer has understood and agreed to these terms.

By ticking the box on our online application form or signing the printed copy, you agree to our Tuition Terms and Conditions below, unless you notify us within seven working days of receiving your offer confirmation by email.

## I. Lessons Overview

Kent Music aims to deliver thirty-three (33) lessons per academic year. School terms vary in length thus affecting the number of lessons delivered in any one term. Should we fall short of this number for any reason, we will make a prorata refund or credit in respect of the shortfall, normally at the end of the academic year.

# 2. Arranging Lesson Timeslots

Your lesson timeslot, venue and start date are confirmed in an email sent by Kent Music ahead of your first lesson.

For lessons taking place outside of school hours, including Music Centre lessons, timeslots are fixed each week. If Kent Music needs to change a timeslot or venue for any reason, you will be informed by email.

For lessons taking place during school hours, timeslots are arranged between the Kent Music teacher and the school. Lesson timeslots during the school day are subject to change, for example if the teacher operates lessons on a rotation system.

For online lessons, a Zoom link will be sent to you by your teacher ahead of the first lesson starting. Please ensure to check your junk/spam folder in case the email is sent there. We recommend adding Kent Music email addresses to your safe sender list. Full online learning guidance will be sent in advance of the first lesson.

# 3. Pupil Attendance

Please take note of the lesson time and attend promptly. Kent Music cannot take responsibility for missed or shortened lessons due to a pupil's late arrival.

If a pupil is unable to attend an upcoming lesson, you should let Kent Music or your teacher know as soon as possible. This can be done by emailing <a href="mailto:customerservices@kent-music.com">customerservices@kent-music.com</a>.

If a pupil is reported absent from music lessons for two weeks in a row, Kent Music will be in contact to discuss this with you. You can also monitor pupil attendance by logging into your Kent Music SpeedAdmin account. Once you are logged in, select 'My Profile' along the top, then the 'Attendance' tab on the pupil's profile. If you require your log in details to be resent, please contact us.

In school settings, Kent Music teachers will make every reasonable effort to ensure your child attends their lesson. Teachers and schools may have measures in place to remind pupils of upcoming lessons, such as displaying lesson times on a noticeboard or using reminder slips in a register. In some cases, teachers may collect pupils from their classroom if permitted by the school office. However, there is usually a quick turn-around between music lessons, so if a pupil cannot be located in time, their teacher will need to proceed to the next lesson.

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Conflicts between school activities and music lessons, such as Forest School, sports day, or other clubs, will be treated similarly to a pupil's failure to attend. We encourage parents to communicate with their child's classroom teacher or the school's music lead if extra measures are needed to ensure a child can attend in these instances.

## 4. Teacher Absence

If a teacher needs to cancel an upcoming lesson, they will let you know by phone or email.

They may offer a rescheduled lesson or an online lesson alternative. For rescheduled lessons, teachers are required to let parents/carers and pupils know in advance when this will be taking place. If a pupil does not attend an agreed rescheduled lesson, this will be treated as a pupil absence and will not be refundable.

Any unscheduled make-up lessons will be credited back to your account at the end of the academic year.

# 5. Changes to Lesson Details

Any adjustments to lesson details, for example a change in duration, are typically addressed at the end of each term.

Whilst Kent Music will try to accommodate your change request, approval is dependent on teacher availability amongst other factors so we cannot guarantee that your lesson details will be adjusted. You will be contacted each term by email to ask if you need to make any change requests ahead of the new term commencing.

If Kent Music needs to make changes to your lesson details, for example a change of teacher, we aim to give you at least five weeks' notice before any changes take effect.

#### 6. Contact Details

It is the responsibility of the parent/carer to ensure that their contact details are kept up to date. Any changes or updates to contact details should be made through your Kent Music SpeedAdmin account or by contacting Customer Services at customerservices@kent-music.com.

Please ensure that you promptly update your contact information to ensure effective communication between Kent Music and yourself.

# 7. Lesson Fees

The fees list for lessons can be found on our <u>website</u>. The fees list is dated and normally remains valid for the academic year and is reviewed annually with the revisions taking effect from September.

## 8. Shared Lessons

In the event that a shared lesson is unable to continue, for example if a lesson partner discontinues, the shared lesson rate will be honoured for the rest of the current term. You will be given the option to continue individual lessons at the standard individual lesson rate for the following term. We will try to find a new partner to share this lesson, but this is not always possible.

# 9. Invoices

Lessons are invoiced termly by email in advance of the start of the Autumn, Spring and Summer terms. Payment is due in full by the date specified on your invoice, usually two weeks after invoice is issued. It may take up to five working days for your payment to be confirmed as received by us.

Accepted payment methods are bank transfer and online card payment. Payment instructions are found on your invoice email and on our website: <a href="https://www.kent-music.com/make-a-payment">www.kent-music.com/make-a-payment</a>

## 10. Late Payment and Suspension of Lessons

If payment is overdue, we will issue a reminder notice by email one week after the due date. If payment has still not been received three weeks after the due date, a further email will be sent, with a warning that lessons may be suspended.

Kent Music will attempt to contact customers by phone to discuss any reason why payment has not been made and whether the invoice needs to be adjusted. If the invoice remains unpaid, lessons will be suspended with effect from the half-term break (Spring and Summer terms), or the start of the term (Autumn).

After a customer is cut off for non-payment, the full term's debt is still payable.

In the event of suspension due to non-payment, the lesson timeslot is not considered reserved, and another pupil may be allocated the space.

We require all accounts to be cleared by the end of the academic year before lessons can be scheduled for the new academic year. Small debits (usually less than £50) can be carried over, at the discretion of the Senior Leader, Operations.

### 11. Lesson Discontinuation

One month's notice prior to the start of the following term is required to discontinue from lessons. For example, if the Spring Term starts on 3<sup>rd</sup> January, discontinuation notice is required by 3<sup>rd</sup> December at the latest.

Discontinuation notice deadlines can be found on our **Music Lessons** page.

Notice must be sent in writing by email to <a href="mailto:customerservices@kent-music.com">customerservices@kent-music.com</a> or by letter to Kent Music's Head Office. Notice given verbally or in writing to the teacher will not be registered as notice and you may continue to be charged for lessons.

If written notice to withdraw is received after the discontinuation deadline but before the second week of teaching starts, then 50% of the termly fee is due (equivalent to a maximum of 6 lessons). If notice is received after that point, then 100% of the termly fee is due.

### 12. Lesson Rescheduling and Credits

In most cases, lessons missed due to pupil absence will **not** be rescheduled or credited. This is because the teachers' timeslots are booked in advance.

If credits are due for lessons missed due to teacher absence, these are issued at the end of the academic year once a total lesson calculation is completed. The reason for this is to allow a teacher the maximum opportunity to reschedule missed lessons in the first instance.

# Please find full guidance on rescheduling or crediting for missed lessons below:

REASON FOR MISSED LESSON	WILL THIS BE RESCHEDULED?	WILL THIS BE CREDITED?
Pupil is unwell or injured for four or fewer consecutive weeks.	No, although a teacher may offer to reschedule at their discretion.	No
Pupil is unwell or injured for five or more consecutive weeks.	No, although a teacher may offer to reschedule at their discretion.	Yes, upon receipt of medical evidence
Pupil is self-isolating due to COVID-19	No, although a teacher may offer an online lesson at their discretion.	No
Teacher has cancelled, e.g. teacher is unwell or self-isolating.	Yes	Yes, if it has not been rescheduled by the end of the academic year.

Pupil has an exam or is on study leave	No, although a teacher may offer an online lesson at their discretion.	No
Pupil has an appointment or scheduling conflict	No, although a teacher may offer to reschedule at their discretion.	No
Pupil is on holiday	No, although a teacher may offer to reschedule at their discretion.	No
Pupil has forgotten their lesson, instrument, or music book	No, although a teacher may offer to reschedule at their discretion.	No
Pupil or parent/guardian no longer wishes for pupil to attend lessons	No	No
Online Lesson Technical Difficulties	No, although a teacher may offer to reschedule at their discretion.	No
School trip / School event	No, although a teacher may offer to reschedule at their discretion.	No
School INSET Day	Yes	Yes, if it has not been rescheduled by the end of the academic year.
Unexpected school closure, e.g. snow day.	Yes, including an online lesson where possible.	Yes, if it has not been rescheduled by the end of the academic year.

If your missed lesson reason is not outlined in the guidance above, please contact Customer Services <u>customerservices@kent-music.com</u> to discuss your missed lesson.

### 13. Refunds

If there is a credit on your account at the end of the academic year, we will credit the balance against a future invoice. You may alternatively choose for your balance to be refunded, in which case you will be asked to confirm your details for a refund via bank transfer (BACS).

Once the necessary information is received the refund will be processed within two weeks.

## 14. General Terms and Conditions

By registering for lessons with us you are also agreeing to our <u>General Terms and Conditions</u> including our <u>Privacy</u> <u>Policy</u>.

## 15. Terms and Conditions Review

Kent Music reserves the right to review these terms from time to time, normally at the end of an academic year. You will have the option to accept the revised terms or withdraw from lessons if we change our terms. If we advise you of any material change to these terms to your detriment without giving sufficient notice to enable you to withdraw from the Agreement by the specified date, you will not be required to pay an administration charge or late discontinuation charge of notice in respect of the following term.

This Agreement is governed by English Law.