



Sing Academy Music Lessons

OUR RELATIONSHIP - (SING ACADEMY ~ YOU ~ YOUR TEACHER)

We source music teachers (the “Teacher”) for instrumental tuition at your request (the “Parent”). By requesting lessons for your child (the “Student”), making a booking or payment you are requesting Sing Academy, (the “Agent”) to source and arrange a Teacher to provide music lessons as detailed.

In the event of a change to lessons detail or the Teacher can no longer provide the lessons the Agent will let the Parent know on the Teacher’s behalf, whether long term or for short term cover. The Parent have right to refuse a change or substitute Teacher or request a reschedule or refund instead of a change.

IMPORTANT INFORMATION

All lessons are delivered in blocks of 10 lessons of 30-minute duration per term or as otherwise agreed in certain schools.

All lessons are organised to take place during the school day between the hours of 9.00am – 3.30pm.

All timetables will be distributed via My Music Staff portals.

The school and the Teacher arranges tuition around scheduled school closures but are unable to schedule all lessons around school trips, assessments and absences from school which vary from Student to Student. If a scheduled school trip or assessment coincides with the Student’s lesson, it is the responsibility of the Parent to request a change of time for their lesson through discussion with the Teacher and/or the Agent. Unfortunately, no refunds/reschedules can be given for missed lessons where notice has not been given.

If the Teacher is absent, the Agent will re-arrange lessons or provide a make-up credit or refund for the missed lessons on behalf of the Teacher.

Information about the hire or purchase of instruments can be found at www.sing-academy.co.uk/instruments

CANCELLATION POLICY

A written notice period of not less than 4 weeks is required to terminate this agreement between the Parent and the Teacher after the ‘cooling-off’ period. In the event that the Student discontinues lessons after the ‘cooling-off’ period with insufficient notice, the Parent will be liable to pay fees for those lessons not taken during the notice period.

This agreement is subject to the conditions laid out below and may only be varied with the agreement of both parties. The Parent hereby requests commencement of the lessons booked above and acknowledges that he/she will not be entitled to a refund for any lessons which have begun during the ‘cooling-off’ period.

COOLING-OFF PERIOD

The Parent has the right to cancel this contract between the Parent and the Teacher within 14 days (the ‘cooling-off’ period) without giving any reason. The ‘cooling-off’ period will expire after 14 days from the date of the conclusion of the contract. To exercise the right to cancel the Parent must inform the Teacher and/or the Agent of the decision to cancel this contract by a clear statement (e.g. an email to instrumental@sing-academy.co.uk). To meet the cancellation deadline it is sufficient for the Parent to send the communication concerning your exercise of the right to cancel before the ‘cooling-off’ period has expired.



EFFECTS OF CANCELLATION DURING THE 'COOLING-OFF' PERIOD

If the Parent cancels this contract during the 'cooling-off' period, the Agent will reimburse to the Parent all payments received on behalf of the Teacher, unless the Parent requested us to begin the performance of services during the 'cooling-off' period. We will make the reimbursement on behalf of the Teacher without undue delay, and not later than 14 days after the date on which we are informed about your decision to cancel this contract. We will make the reimbursement on behalf of the Teacher using the same means of payment as used for the initial transaction, unless expressly agreed otherwise; in any event, the Parent will not incur any fees as a result of the reimbursement. If the Parent requested us to begin the performance of services during the cancellation period, the Parent shall pay us for the lessons provided.

TERMS AND CONDITIONS

Fees

Lesson fees are subject to annual review. Where lesson fees are increased as a result of such a review, the Teacher shall endeavour to give the Student at least one month's notice of such increase via the Agent. The Parent shall have the right to terminate this agreement immediately on written notice to the Teacher and/or the Agent without liability to pay for any further lessons (and to receive a refund in respect of any lessons for which the Parent has paid in advance) in the event that the applicable lesson fees increase.

Missed lessons

Any lesson missed by the Student shall be paid for unless otherwise agreed with the Teacher or the Agent. If the Teacher is unavailable to give any scheduled lesson, the lesson will be carried forward to another date. If this is not possible, any fee already paid will be refunded or used to pay for a future lesson.

Additional lessons

Extra lessons may be scheduled during the holiday periods or at any other time by mutual agreement and at a cost mutually agreed between the Parent and the Teacher.

Cooling off period

a) The Parent 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 the 'cooling-off' period, if the Student changes his/her mind or decides for any other reason that he/she does not want to receive the lessons, the Parent can notify the Teacher and/or the Agent of his/her decision to cancel the agreement and receive a refund for any lessons paid but not received prior to that cancellation.

b) The Student/Parent's 'cooling-off' period starts from the date of this agreement and ends 14 days later. To cancel the agreement the Parent should let the Teacher and or the Agent know that he/she has decided to cancel.



Limitation of liability

- a) If the Teacher fails to comply with the terms of this agreement, he/she is responsible for loss or damage the Student or the Parent suffers that is a foreseeable result of the Teachers breach of his/her negligence but is not responsible for any loss or damage that is not foreseeable.
- b) The Teacher does not in any way exclude or limit his/her liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation.

Goods

From time to time, the Student or Parent may request that the Teacher:

- 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 Teacher should mutually agree relevant terms in writing as requested.

Termination of agreement.

A decision to discontinue lessons after the 'cooling-off' period may be taken by the Student, the Parent or the Teacher in which case written notice, the period of which is stated above, shall be given by the parties seeking to discontinue. In the event that the Student discontinues lessons with insufficient notice, the Parent will be liable to pay fees for those lessons not taken during the notice period.

General

- a) 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 the act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such party.
- b) The Student undertakes not to make photo copies of any music.
- c) Examination entries, festivals, competitions or otherwise will only be entered if the Student, the Parent and Teacher are in agreement. Any entry fees will be paid for by the Parent.
- d) The Parent is responsible for the insurance of the Student's instrument.
- e) In the interests of the Student's well-being whilst in the Teachers care, the Teacher must be informed of any medical or other condition affecting the Student.
- f) If the Student is under 18, the Student's parent or guardian gives permission for the Teacher to teach the Students.

Notes for guidance

"Term" in the above context corresponds to the termly calendar in local authority (LA) schools.

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

The Teacher is insured personally in respect of legal liability that may arise following injury or damage to members of the public. The limit of indemnity is £10 million. This policy is only operative whilst the individual registered member is performing, rehearsing or in auditioning either solo or as part of a group, band or orchestra and/or whilst teaching either of the members own home, the Student's own home, or in a public place including transit to and from.