

## Terms and Conditions of Lessons with Music for Life

### Key Points

- Bookings subject to tutor/school confirmation
- New courses have one term commitment
- After 1<sup>st</sup> term, option to continue, change, cancel
- Term's notice required for other cancellations
- Lessons in school at times agreed with school
- Lessons follow school coronavirus protocols

### Full Terms and Conditions

#### 1. Booking Acceptance

Music for Life (MfL) will use its best endeavours to arrange your requested course subject to the availability of a teacher and suitable teaching space in school. All lessons will be given in full accordance with national and school regulations drawn up in response to COVID-19. Should we be unable to make satisfactory arrangements, you will be informed and any payment already made will be refunded in full.

#### 2. Cancellations

New course bookings have a one term commitment so that students and parents can see how things go before deciding whether to take the remaining lessons, cancel remaining lessons or change the course. Should you have paid in full for a longer course in advance and decide to cancel at the end of the first term, the overpayment would be refunded to you. If you are paying monthly, your payment plan would simply be stopped.

If you wish to cancel due to long term student illness or a significant unexpected change in family circumstances, please contact us to discuss. We will always support as best we can.

A term's notice (usually around 12 weeks) is required in writing for all other cancellations. The notice period enables us to attract some of the very best teachers around to work in local schools but it also recognises that commitment is needed to learn an instrument and that children's interest can go through phases. A notice period ensures that we are able to talk about any concerns or problems that may have arisen - a dip in student motivation, for example - and will help us get things back on track. Music for Life may terminate this agreement if lessons are impossible to provide due to circumstances beyond MfL's control - e.g. school finds it cannot provide a suitable teaching space, long-term illness of tutor.

#### 3. Lesson Delivery

Lessons take place during school hours at times agreed with the school. This is common practice for instrument lessons provided in schools across the UK. At secondary schools, although the teaching day remains the same, lesson times are changed usually every two weeks to avoid students coming out of class at the same time each week for their instrument lesson. If a lesson outside school hours is the only option, this may be arranged subject to your agreement and being able to find a mutually convenient time.

In the event of lessons not being able to take place in schools due to any measures implemented to control the spread of coronavirus, please be aware that the course of lessons would continue online at home if you have access to the internet. Music for Life has provided online lessons to hundreds of students very successfully this way, and parents and students found this a great help in maintaining a sense of normality and continuity during the coronavirus emergency.

#### 4. Shared Lessons

Please note that from March 2020, shared lessons will only be available if all regulations and guidance issued in connection with controlling the spread of COVID-19 can be followed, such as any social distancing regulations that may be in place. This will largely be dependent on the teaching space available in school. In the event a shared lesson is not possible, we will provide a 15-minute one-to-one lesson.

A shared lesson usually means 2 pupils sharing 20 minutes or 3 pupils sharing half an hour. These are great for beginners (not available for piano or drums) but successful progress depends on having a

suitable lesson partner - another child of around the same age learning the same instrument to a similar standard. If a suitable lesson partner cannot be found, or if your child is the only one in school who has chosen a particular instrument on a shared lesson type, rather than suggest the expense of a course upgrade to a one-to-one individual lesson, Music for Life allows tutors to provide a 15-minute one-to-one individual lesson during the first term of lessons at no extra cost so you can try things out. After first term of lessons and if there is still no suitable partner, MfL will contact you and may then charge a one-to-one individual rate.

## **5. Tutors**

Tutors are independent specialists and are entirely responsible for their professional duties. MfL has no right of direction, control or supervision of tutors' work. MfL acts on behalf of parents to recommend and engage suitable tutors and to monitor teaching quality. All tutors must be excellent musicians (minimum Grade 8 or equivalent) and DBS (formerly CRB) checked. Tutor endorsement by Music for Life is reviewed every year and depends upon tutors meeting high professional standards. Performance indicators include: low student 'drop-out' rates, detailed analysis of feedback from parents, students and schools, evident commitment to professional development, lesson observations, exam results. MfL will withdraw tutor endorsement if not satisfied that a tutor is providing high quality tuition to a professional standard.

## **6. Progress, Practice and Communication**

Progress is dependent on practice at home. Students will be provided with a Practice Diary. Tutors will use this to record practice targets and weekly progress; you may communicate with the tutor via the diary. Tutors will provide a brief written report at the end of the "taster" period and subsequently at the end of each full course of lessons. However, we strongly encourage parents / carers to contact MfL at any time if you wish to discuss your child's progress with us or with the tutor, or if you wish to raise any concerns. We cannot claim to be able to solve every problem that crops up, but we can promise we will always do our very best to help!

## **7. Examinations**

Tutors may arrange independent examination entries for their students in consultation with parents. Exam results achieved by MfL students are consistently outstanding. NOTE: It is less common for guitar, drum & keyboard students to take exams; please ask if you would like further information about this or contact the tutor via the practice diary.

## **8. Student Absence**

A charge will be made for a scheduled lesson when the tutor is present to teach but the student does not attend. However, if you inform us of student absence in advance (due to school trip, student illness etc.) the tutor may be able to reschedule the lesson or teach a 'double' lesson at a different time. In the case of longer-term student absence due to illness, provided you inform us, the course will be suspended and resumed when you inform us it is fine to do so; any untaught lessons will be refunded. Please note that scheduled lessons missed due to family holidays taken during term time will be forfeited.

## **9. Tutor Absence**

As the school year is 5 weeks longer than MfL's longest course, please note that there will be some lesson free weeks. This leeway allows the tutor to provide the full number of lessons booked despite occasional inevitable absence due to illness or school cancellations due to things such as SATS week. There are very rare occasions when we may find that unforeseen circumstances mean that a particular tutor is not able to complete a student's course in full - for example, in cases of recurring short-term tutor absences due to illness. In those cases, a refund for any shortfall in lessons provided will be made by MfL at the end of the course.

## **10. Problems with Payment**

Should it appear that payments are not being made in accordance with this agreement, Music for Life will draw this to your attention and ask that you rectify matters. Should there be problem due to a change in circumstances, Music for Life would do all possible to help support to enable the student to continue benefitting from lessons. However, where it is clear that payment is not forthcoming, legal action may be taken to recover money owed under the terms of this agreement.

## 11. Privacy

We are committed to safeguarding the privacy of our clients and website visitors. Personal details are collected via a secure, encrypted webpage and then stored on a password protected server. Music for Life does not store or process credit or debit card details (other than the last four digits of your card number) and details go directly to a financially regulated card payment service provider over an encrypted webpage. We will share information with the card payment provider only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds. Please be aware that in spite of the stringent measures we take to ensure security, we cannot guarantee that unauthorised third parties will never be able to defeat the measures we have taken or use such personal information for improper purposes. You acknowledge that you provide personal information at your own risk. Personal information you provide to us such as name, address, telephone number and e-mail address will NOT be released by us to any entities or individuals outside of Music for Life without your express permission. Music for Life is registered as a Data Controller with the Information Commissioner's Office (ICO) under Data Protection Regulations. You can see more about our use of personal data by visiting the ICO website and reading the public register - <https://ico.org.uk/esdwebpages/search> - by searching using our registration number ZA083957, or alternatively do contact us for further information.

A handwritten signature in black ink, appearing to read "Dan Gooch-Peters".

**Dan Gooch-Peters**  
Managing Director - Music for Life