



ANDREW JAY'S

School of Music

PRIVATE TUITION TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

- 1.1) **“The Student”** means any third party, individual, partnership, company or other organisation, entity, or the Student’s **parent or legal guardian**, as named on the **Student Registration Form** in respect of tuition services provided by **Andrew Jay Ltd**.
- 1.2) **“The Company”** refers to **Andrew Jay’s School of Music**, a trading name of **Andrew Jay Ltd** (Company Registration No. 12661647), registered in England.
- 1.3) **“The Teacher”** refers to any individual(s) who provide **Music Tuition** on behalf of the Company
- 1.4) **“The Lesson”** refers to the **Date, Time and Instrument** or **Subject** that has been booked.
- 1.5) **“The Agreement”** refers to this contract between the **Student** and the **Company**, incorporating these **Terms and Conditions**, for any services provided.

SECTION 2: BOOKING CONDITIONS

- 2.1) Private one-to-one tuition is provided by the **Teacher** on behalf of the Company in the **instrument(s)/subject(s)** specified at the time of booking.
- 2.2) Bookings can be made by **phone** or **email** at any time or during any lesson.
- 2.3) The **location** of the lesson will be specified in the **booking confirmation**.
- 2.4) All new students are eligible to receive a **free 30-minute discovery session**.

SECTION 3: PAYMENT OF FEES

- 3.1) All tuition fees are due **monthly on the 1st of the month** via Direct Debit, except where a Student is enrolled on a **Block Booking** pursuant to **Section 5**.
- 3.2) The Company’s **Direct Debit provider** is **GoCardless**.
- 3.3) If a Student enrolls with **Andrew Jay’s School of Music** mid-way through the month, the fees for the remainder of that month will be due **immediately**, and payment must be made **before lessons can commence**.
- 3.4) All Students will receive a **notice of payments** to be collected at least **7 calendar days** prior to any payment being collected via **Direct Debit**.
- 3.5) Where a Direct Debit mandate is not in place, the Student must ensure that payments are made by the **due date** on the invoice, to avoid incurring late fees as outlined in **Section 4**.
- 3.6) Accepted payment methods include; Direct Debit, Bank Transfer or Credit/Debit Card (via secure online link or over the telephone).

SECTION 4: LATE PAYMENTS

- 4.1) Any **Direct Debit payment** that is unsuccessful will be **reapplied** within **7 days**.
- 4.2) A **£15 bounced Direct Debit fee** will be applied if a Direct Debit payment is returned as unpaid.
- 4.3) Any tuition fees that fall into **arrears for more than 7 days**, will incur a **£10 late fee**.
- 4.4) An additional **£1.00 late fee** will be applied for subsequent day until the invoice is settled in full.
- 4.5) Any Students whose account falls into arrears may have **their lessons suspended** until the account is brought **up to date** with payments.

SECTION 5: BLOCK BOOKINGS

- 5.1) For Students enrolled on a Block Booking, tuition fees will be charged on a per-block basis, rather than monthly.
- 5.2) Each new block will **auto-renew**, with payment due **14 days prior to the first lesson** of the new block. However, to ensure adequate processing time, payment must be made on the **first Monday prior to that 14-day deadline**.

*Example: If the first lesson of the new block falls on a **Friday**, payment will be due on the **Monday that falls before the 14-day countdown to that Friday begins**.*

- 5.3) Students who do not complete payment by the due date may **forfeit their time slot**, and the Company reserves the right to offer the slot to another Student.
- 5.4) Block bookings are **non-cancellable** and **non-refundable**, unless otherwise agreed in writing by the Company.
- 5.5) If you do not wish to **renew your block**, you must notify the Company in writing **no less than 30 calendar days** prior to your final lesson of your current block of lessons.
- 5.6) If the Teacher cancels any during the block period, the Student **will not be charged** for those lessons and those will be added to the end of the block period.
- 5.7) Block bookings are valid **only for the named Student**. Unused lessons may **not be transferred** to any other person, except with the express permission of the Company.
- 5.8) All block bookings must be used within a period equal to the number of weeks in the block, **plus an additional 4 weeks**. Any unused lessons after this time will **expire** and will **not** be refunded or carried forward.

SECTION 6: CANCELLATIONS

- 6.1) A **minimum of 48 hours' notice** is required for any cancellations of amendments of individual lessons.
- 6.2) Late cancellations/amendments will result in the lesson being **forfeited and charged in full**, except where the Teacher exercises discretion to reschedule the lesson.
- 6.3) In the event of a late cancellation, Students may **avoid forfeiting** their lesson **if it is rescheduled and taken within 7 calendar days** of the original lesson date.

- i) If a student cancels a lesson **on the same day** that the lesson is due to take place, the lesson **may not be rescheduled** and will be forfeited, **unless** the Teacher agrees to reschedule at their discretion.
 - ii) For **discovery sessions** cancelled **on the same day** or in cases where the Student **fails to attend without notice**, the session can be **rescheduled once free of charge**.
 - iii) If the Student **fails to attend**, or does not provide adequate of their absence for a **rescheduled discovery session**, any further rescheduling will be charged at a rate of **£20.00 per 30 minutes**.
- 6.4)** If students reschedule their lesson and then cancels a following session to **avoid late cancellation fees**, the full charge for the original late cancellation will **still apply**.
- 6.5)** If the Student wishes to **discontinue lessons** at Andrew Jay's School of Music, they must provide **30 days' written notice**.

SECTION 7: STUDENT AGREEMENT & OBLIGATIONS

- 7.1)** The Student will ensure that all tuition fees are **paid in full and on-time**, in accordance with the terms set out in **Section 3**.
- 7.2)** The Student agrees to **arrive punctually** for all scheduled lessons. Any period of lateness may be **deducted from the lesson duration** at the Teacher's discretion, and the full lesson fee will remain payable.

SECTION 8: COMPANY/TEACHER AGREEMENT & OBLIGATIONS

- 8.1)** The Company will ensure that all Teachers providing tuition on behalf **Andrew Jay Ltd** are subject to an **Enhanced DBS Check** before being permitted to deliver any tuition.
- 8.2)** The Teacher will ensure that each child is collected by any adult or responsible person as named on the **Registration form**.
- i) if the named person(s) are **unable to collect** the Student, the parent/legal guardian must **notify the Teacher in writing** and provide the name of the individual who will be collecting the child.
- 8.3)** In the event a parent, guardian or responsible person **does not collect** the Student on time, the following procedure will be followed:
- i) the Teacher will attempt to contact the parent or legal guardian;
 - ii) the Student will be asked to contact their parent or guardian;
 - iii) if there is no response from the parent/guardian, the Teacher will contact the **emergency contact** listed on the Registration Form;
 - iv) if the parent/guardian and emergency contact are unavailable, and there is no responsible adult is present, the student will be taken to the **nearest police station**;
 - v) A **message will be left** for the parent or guardian informing them of the situation.

SECTION 9: CONDUCT

- 9.1) If the Teacher, using their **reasonable discretion**, feels unable to continue tuition on account of conduct by the Student or anyone connected with the Student that makes it unethical or unsafe to continue providing tuition, the **fees for outstanding lessons will not be refundable**.

SECTION 10: EXAMINATIONS, COMPETITIONS & PUBLIC PERFORMANCES

- 10.1) The Student will not be entered for any **examinations, competitions or public performances** without the prior consent of **both the Teacher** and the **Student** (or the Student's parent/legal guardian, if the Student is a minor).

SECTION 11: FORCE MAJURE EVENTS

- 11.1) If the Company cannot deliver classes due to **force majeure, a government restriction or temporary legislation**, the Company will make all **reasonable endeavours** to make alternative arrangements for classes to take place **remotely** where possible.
- 11.2) If remote classes cannot be facilitated, any further actions made by the company regarding **monetary balances** held by the company and the **continuation of services**, will be in compliance with **relevant legislation** at the time.

SECTION 12: ENTIRE AGREEMENT

- 12.1) These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings, whether written or oral, and shall be governed by and constructions in accordance with the **laws of England**. The parties hereby submit to the **exclusive jurisdiction** of the English Courts.