



Gloucestershire Academy of Music

Gloucestershire Academy of Music Terms and conditions for the supply of Music Tuition

This document, accompanied by the *Gloucestershire Academy of Music Privacy Notice* ("**Privacy Notice**"), gives you information about us and sets out the legal terms and conditions ("**Terms**") on which we provide the music lessons /music ensemble ("**Music Tuition**") listed on our website www.glosacadmusic.org ("**Website**") for your child.

Music Tuition can be either instrumental/vocal music lessons ("**Music Lessons**") and / or attendance at a music ensemble/activity ("**Music Ensemble**") or other event which will be led by our music teaching staff.

These Terms will apply to the contract between us for the provision of **Music Tuition** you have chosen for your child in the **Music Tuition** application online.

The contract for **Music Tuition** will continue until it is brought to an end either by you, in accordance with clause 6, or by us in accordance with clause 2.11.

If you change your mind and wish to end the Contract

Clause 6.1 sets out your legal rights of cancellation of this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; the time limits within which the right may be exercised; and the procedure you need to follow.

If you wish to cancel the contract at any time after the expiry of your legal right to cancel, clause 6.3 sets out by when you need to give us notice in order cease the contract at the end of an academic term. Provided you give us notice within the relevant timescale as set out in clause 6.3 the contract will cease at the end of the academic term in which you give us notice.

When your child misses Music Tuition

Your attention is specifically drawn to clauses 2.4, 2.9, 2.10, 6.6(c) and 6.7 dealing with missed music tuition.

Please read these **Terms** carefully and make sure that you understand them and your obligations before entering into a commitment to purchase **Music Tuition** for your child. Please note that before enrolling your child for **Music Tuition** you, as the child's parent, carer or legal guardian, will be asked to agree to these **Terms**. If you do not accept these **Terms**, you will not be able to enroll your child for Music Tuition.

You should print a copy of these **Terms** or save them to your computer for future reference.

www.glosacadmusic.org

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We may amend these **Terms** from time to time as set out in clause 5. If we make any amendments to these **Terms** we will write or email you to tell you of the changes and the date on which the changes shall take effect. We shall also update these **Terms** on our website.

1. INFORMATION ABOUT US

1.1 We are Gloucestershire Academy of Music (GAM)

1.2 Our registered office and main headquarters are: Gloucestershire Academy of Music, Barbican House, Barbican Road, Gloucester, GL1 2JF.

Contacting us:

- (a) To cancel this contract, in accordance with your legal right to do so as set out in clause 6, you can send us a cancellation notice within your online account as set out in Appendix A. We will confirm we have received your notice of cancellation.
- (b) If you provide us with a cancellation notice within 14 days from the date that your child receives their first **Music Tuition**, then your cancellation will be effective from this date in accordance with the provisions of clause 1.3(a).
- (c) If you cancel after 14 days from the date that your child receives their first **Music Tuition** then your cancellation notice will, provided it is made on or before the relevant date specified in 6.2, be effective at the end of the **school term** in which the notice of cancellation is received.
- (d) For the purpose of these terms and conditions and other administrative operations, GAM operates a three-term academic year. By "**school term**" we mean either of the three terms namely:
The "Autumn term" which is the first day of the school academic year in September until the last day of school before the School Christmas holidays begin;
The "Spring Term" which is the first school day after the end of the School Christmas holidays until the last day of school before the School Easter holidays begin; and
The "Summer Term" which is the first day of school after the end of the School Easter holidays until the last day of the academic year.
- (e) If you wish to contact us for any other reason, you can contact us at **Gloucestershire Academy of Music, Barbican House, Barbican Road, Gloucester GL1 2JF** or by emailing us at info@glosacadmusic.org. However, if you have a complaint, please refer to clause 11 below.
- (f) If we have to contact you or give you notice in writing, we will do so by email to the address you have provided to us, by secure message through our online parent portal or by post.

2. MUSIC TUITION

2.1 We will arrange:

- (a) (Where you have selected instrumental Music Lessons for your child), the provision of up to 35 instrumental Music Lessons for your child over the academic school year. The lessons will be held periodically over each of the **school terms**; or

- (b) (Where you have selected Music Ensemble/Group Activity for your child), the provision of up to 35 Music Ensemble sessions for your child over the academic school year. The Music Ensembles will be held periodically over each of the **school terms**.
- 2.2 We shall provide suitably qualified music teaching staff (who have been vetted in respect of GAM's safer recruitment procedures) to provide the appropriate **Music Tuition** at the school your child attends or at the music centre chosen. We reserve the right to change the nominated music centre. If we do this, we will contact you to let you know of the change of venue in advance.
- 2.3 If the music teacher delivers the **Music Tuition** during the school day, this may mean that your child must leave their classroom activities for the duration of the music lesson. By entering into this contract, you accept that this may occur and consent to such arrangement. Where possible, the music teacher will rotate the delivery of the **Music Tuition** to minimise the impact that regular routine absence from the same lesson each week might otherwise cause.
- 2.4 We shall make all reasonable efforts to secure continuity of the music teaching staff but reserve the right to substitute the teacher in the event of staff absence due to sickness, maternity leave, teacher's resignation or other valid reason. In the event that the member of teaching staff we have assigned is unavailable (for any reason) to conduct a music lesson at the school or nominated music centre and a substitute replacement teacher or lesson cannot be arranged, we shall credit your account and any adjustments will be made on your following invoice. No direct refunds will apply in these circumstances. However, if there will be no further invoices from us to you because your contract with us has been terminated in accordance with these Terms, you will be entitled to a refund under clause 6.6(c) below.
- 2.5 Unless you have requested individual tuition, we shall, having regard to your child/s age and music ability, group your child's instrumental music lesson with other children of similar age and music ability who have enrolled for instrumental music lessons / music ensembles and notify you, at the start of each academic term, the specific **Music Tuition Charges** for your child that will apply for that term and the music centre at which the **Music Tuition** will be available.
- 2.6 We reserve the right, due to a change in size of tuition group, to amend the **Music Tuition Charges** to reflect the prices published on our website. If this change results in an increase in **Music Tuition Charges**, we shall notify you and request your agreement to meet any consequential increase of **Music Tuition Charges**.
- 2.7 If, in the reasonable opinion of our music teacher, we consider that your child would benefit from moving into another group or individual tuition for **Music Lessons**, or there is benefit in the duration of the Music Lessons being extended, we shall notify you and request your agreement to meet any consequential increase of **Music Tuition Charges** that may arise as a result.
- 2.8 We may increase the charges for the **Music Tuition** to reflect any projected annual increase in our administrative and related costs of providing the **Music Tuition**. If we exercise our right to increase the charges for **Music Tuition**, we shall notify you in advance of the increase coming into effect either by email or by notice published on our website.

2.9 If your child is unable, for any reason (including, but not limited to absence on School trips or examinations) to attend the **Music Tuition** you shall remain liable for payment of the **Music Tuition Charges** unless (in our absolute discretion) we agree to waive payment. We shall only consider exercising our right of waiver if exceptional circumstances apply (example your child is unable to continue to attend **Music Tuition** due to long term illness). If these circumstances apply, please contact us.

2.10 We reserve the right (at any time) to give immediate notice to terminate this contract. We shall exercise our right if you fail to comply with your obligations under this contract or if, due to your child's poor attendance, repeated or persistent failure to practise, or disruptive or anti-social behaviour, continued teaching of your child by our appointed music teacher is considered (acting reasonably) to be impossible, or too disruptive for other children. If notice of termination is given, we shall not be under any obligation to refund any **Music Tuition Charges** you have paid.

3. HOW WE USE YOUR PERSONAL INFORMATION

3.1 We shall, in the performance of our obligations under this Contract, comply with applicable Data Protection Legislation and shall only use your personal information in accordance with our Gloucestershire Academy of Music **Privacy Notice** set out on our website.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 Our website explains the steps you need to take to complete an application for your child to receive **Music Tuition**. Please take the time to read and check your application before submitting to us.

4.2 Once we receive your online application you will then receive an offer of tuition. If you accept this offer you will then be required to make your first payment.

4.3 The contract between us will be formed when your child receives the first **Music Lesson** or attends the first **Music Ensemble** (as may be the case) and it will be from this date your rights in relation to cancellation as set out in clause 6.1 shall commence.

5. OUR RIGHT TO VARY THESE TERMS

5.1 We may amend these **Terms** from time to time.

5.2 We may revise these **Terms** from time to time to reflect the way the organisation operates, to reflect changes in law or for any other valid reason.

5.3 If we have to revise these **Terms**, we will contact you to tell you of the changes and, let you know how to cancel the contract if you are not happy with the changes to the **Terms** before the changes take effect.

6. DISCONTINUATIONS (CANCELLING YOUR CONTRACT) AND REFUNDS

6.1 You have a legal right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in Clause 6.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to continue with the provision of **Music Tuition** for your child, you can notify us of your decision to cancel the contract as set out in clause 1.3. Advice about your legal right to cancel the contract is available from your local Citizens' Advice Bureau or Trading Standards office.

6.2 Your legal right to cancel this contract starts from the date when your child receives their first **Music Lesson** or attends their first **Music Ensemble** (as may be the case) and ends as stated in the below.

- (a) The end date for your legal right to cancel under clause 6.2 is the end of 14 days after the day on which the first of the music lessons / music ensembles have been provided.
- (b) Example: if we provide you with an enrolment confirmation on 1 September and your child receives their first Music Lesson on 10 September you may cancel at any time between 1 September and the end of the day on 24 September but you will be liable to pay for any Music Lesson already received.

6.3 If you wish to cancel **Music Lessons** at any time after the expiry of the period of your legal right to cancel as set out in 6.2 above, then you must give us written notice on or before the dates set out below.

To cancel the contract at the end of the respective school terms set out below:		Notice to be received by no later than:
Autumn Term 1	<i>(up to half-term)</i>	31 st July
Autumn Term 2	<i>(up to end of term)</i>	31 st October
Spring Term 1	<i>(up to half-term)</i>	31 st December
Spring Term 2	<i>(up to end of term)</i>	28 th February
Summer Term 1	<i>(up to half-term)</i>	30 th April
Summer Term 2	<i>(up to end of term)</i>	31 st May

6.4 If you fail to notify us of your intention to cancel **Music Lessons** in accordance with 6.2 – 6.3, the following rules may apply:

- (a) In a particular term, if notice of cancellation is received after the date stated in the table above, the notice will be treated as a notice to cancel at the end of the next school term. For example, **the deadline for notices in the Autumn Term is 31st October**. If we receive your notice to cancel by 30th October, your contract will terminate at the end of the Autumn Term. You will only be liable to pay for **Music Tuition Charges** until the end of the Autumn Term. However, if we receive your notice on 1st November, your contract will not terminate until the end of the following **school half term**. This means you will remain liable to pay for **Music Lesson Charges** until the end of the Spring Term 1.

- (b) If we do not receive any notice of cancellation and your child does not attend lessons between the start of a term and the date by which notice of cancellation should be given, **we will assume that you wish to terminate Music Lessons at the end of that school term unless we are otherwise notified. In this instance you will still be liable for the full term's tuition fees.**
- 6.5 To cancel this contract please contact us either via email or secure message through your parent portal.
- 6.6 Refunds on cancellation:
- (a) Where notice of cancellation is given during the period referred to in Clause 6.2 we will refund **Music Tuition Charges** you have paid less the costs of any music lessons / music ensembles your child has received during the 14-day cancellation period (if any).
- (b) Where notice of cancellation is given in accordance with Clause 6.3, we will, if you have paid **Music Lesson Charges** for the whole of the School academic year, or made any other payments in advance, refund you any charges for which you are not liable.
- (c) If we have been unable to provide Music Tuition in the circumstances described under clause 2.4 above and your child will no longer be receiving Music Lessons from us because the contract has been lawfully terminated, we will give you an appropriate refund in respect of any Music Lessons which you have paid for and we were unable to provide. For the avoidance of doubt, refunds under this clause 6.6 (c) only apply to Music Lessons and not to Music Ensembles or other services.
- 6.7 To receive the refund described under clause 6.6 (c), obligation is on you to make a written application by email to finance@glosacadmusic.org. You must apply for any refund within 4 calendar months of the cessation of your contract. We reserve the right at our discretion, not to refund any payments requested after expiration of the deadline set out in this clause.
- 6.8 We will endeavour to refund any moneys to you via an appropriate credit transfer to the bank or building society account from which the payments have been drawn. However, if this cannot be achieved, we will contact you.
- 6.9 Unclaimed refunds of **Music Tuition Charges** will be utilised for the supply of music education provision for disadvantaged children via our bursary fund.
- 6.10 Except where stipulated by your rights under clause 6.2 above, fees for **Music Ensemble** membership are charged on a termly basis. If you wish to cancel your child's membership of a **Music Ensemble** at any time after the expiry of the period of your legal right to cancel as set out 6.2, the same notification periods set out in 6.3 apply.

7. MUSIC TUITION CHARGES

7.1 The prices of the **Music Tuition Charges** will be calculated as set out on our website.

8. PAYMENT

8.1 Where payment is agreed to be on receipt of invoice, you will receive an invoice through the online parent portal each term detailing the **Music Tuition Charges** that will apply for the provision of **Music Tuition** to your child. **Invoices** will reflect the size of the music class group your child has attended. You must pay each invoice in full by the date for payment shown on the invoice. All amounts due under this agreement shall be paid by you in full without any deduction. Failure to pay an invoice within the specified timescale may result in **Music Tuition** being withdrawn.

8.2 Payments for tuition will in most cases be paid using card online when accepting an offer of tuition. Payment instalments will be available.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused due to an "**Event Outside Our Control**". An **Event Outside Our Control** means any act or event beyond our reasonable control and includes, without limitation, strikes or other industrial action by third parties, storm, flood, epidemics, pandemics or other natural disaster.

9.2 If an **Event Outside Our Control** takes place that affects the performance of our obligations under this contract:

- (a) we will contact you as soon as reasonably possible to notify you and tell you what has happened and whether we are able to put in place alternative arrangements; and
- (b) if, due to the **Event Outside our Control**, we are unable to put in place alternative arrangements for the provision of continued **Music Tuition** our obligations under the contract will be suspended.

10. OTHER IMPORTANT TERMS

10.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the contracts (Rights of Third Parties) Act 1999 or otherwise.

10.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

10.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.



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10.4 Please note that these Terms are governed by English law. This means a contract for the purchase **Music Tuition** through our website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

11. **COMPLAINTS**

11.1 If you have a complaint regarding the provision of Music Tuition for your child under this Contract, or if you wish to complain about the service you have received, please contact GAM at (info@glosacadmusic.org) in the first instance.