



# Gloucestershire Academy of Music

## **Gloucestershire Academy of Music (GAM) Terms and conditions for participation on residential & non-residential holiday courses.**

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 residential and non-residential holiday courses listed on our website [www.glosacadmusic.org](http://www.glosacadmusic.org)

These Terms will apply to the application made to participate in a holiday course and the agreement that GAM will provide such course.

Once an application has been made and subsequently accepted by GAM the applicant enters into an agreement with GAM that for the purposes of the document will be further referred to as 'the contract'.

The contract between the applicant and GAM will continue until it is ended either by you, in accordance with our cancellation policy or completion of services employed.

### **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.

Please read these Terms carefully and make sure that you understand them and your obligations before entering into a commitment to purchase holiday course enrolment for you/your child. Please note that before enrolling yourself or your child for a holiday course you will be asked to agree to these Terms. If you do not accept these Terms, you will not be able to enroll on the course chosen.

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

**[www.glosacadmusic.org](http://www.glosacadmusic.org)    01452 668592    [info@glosacadmusic.org](mailto:info@glosacadmusic.org)**

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# Gloucestershire Academy of Music

We may amend these Terms from time to time. 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, 31 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 wish to contact us for any other reason, you can contact us at Gloucestershire Academy of Music, Barbican House, 31 Barbican Road, Gloucester GL1 2JF or by emailing us at [info@glosacadmusic.org](mailto:info@glosacadmusic.org). However, if you have a complaint, please refer to clause 11 below.
- (c) If we need 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. HOLIDAY COURSES

- 2.1 We will arrange:
  - (a) The provision of (application dependant) either a residential OR non-residential music course for a specified number of days.
- 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 for the duration of the course you/your child attends. We reserve the right to change the nominated course venue. If we do this, we will contact you to let you know of the change of venue in advance.
- 2.3 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.
- 2.4 We reserve the right, due to a lower-than-expected number of applicants, to cancel a scheduled holiday course. In this instance a minimum of 30 days' notice will be given, and a full refund will apply.



# Gloucestershire Academy of Music

2.5 If you/your child is unable, for any reason to attend the Holiday Course you shall remain liable for payment of the fee unless (in our absolute discretion) we agree to waive payment. We shall only consider exercising our right of waiver if exceptional circumstances apply (for example, your child is unable to attend due to **long term**/serious illness. If these circumstances apply, please contact us.

2.6 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.

2.7 We reserve the right (at any time) to give immediate notice to terminate this contract if, due to disruptive or anti-social behaviour, continued teaching of you/your child by our appointed music teacher is considered (acting reasonably) to be impossible, or too disruptive for other participants. If notice of termination is given, we shall not be under any obligation to refund any fees 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 enrol on a holiday course. Please take the time to read and check your application before submitting to us.

4.2 Once you complete online application you will then be required to make an initial payment or a payment in full.

4.3 The contract between us will be formed when your initial payment is received alongside your application.

### 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 must 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 participation for you/your child, you can notify us of your decision to cancel the contract as set out in clause 1. 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 application is received, and initial payment is made.
- (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 contract starts.
- 6.3 If you wish to cancel 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 at least 1 calendar month prior to the first day of the holiday course. In this instance a cancellation fee equivalent to 20% of the full course fee would apply. If notice is received within 1 calendar month of the first days of the holiday course, a cancellation fee equivalent to 50% of the full course fee would apply.
- 6.4 If you fail to notify us of your intention to cancel you/your child's enrolment in accordance with 6.2 – 6.3, the full course fees will apply.
- 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 all charges you have paid.
- (b) Where notice of cancellation is given in accordance with Clause 6.3, we will, refund you any charges paid over and above the cancellation charge for which you are liable.
- (c) If we have been unable to provide the holiday course in the circumstances described under clause 2.4 above a full refund will apply.
- 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](mailto: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 will be utilised for the supply of music education provision for disadvantaged children via our bursary fund.

## 7. **PAYMENT**

7.1 Where payment is agreed to be on receipt of invoice, you will receive an invoice through the online parent portal detailing the Charges that will apply for the course applied for. 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 enrolment being withdrawn.

7.2 Payments will, in most cases, be paid using a bank/credit card online when completing an application for a holiday course. Payment instalments will be available.

## 8. **EVENTS OUTSIDE OUR CONTROL**

8.1 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.

8.2 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 an alternative course, our obligations under the contract will be suspended.

## 9. **OTHER IMPORTANT TERMS**

9.1 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.

9.2 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.

9.3 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.



# Gloucestershire Academy of Music

9.4 Please note that these Terms are governed by English law. This means a contract for the purchase holiday course participation 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.

## 10. **COMPLAINTS**

10.1 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](mailto:info@glosacadmusic.org)) in the first instance.