

## Terms and Conditions

This agreement is between you and Musica Kirklees

Definitions:

For the purpose of this agreement "term" refers to one of the following periods

Autumn Term - September to the Christmas Holidays

Spring Term - Christmas Holidays to the Easter Holidays

Summer Term - Easter Holidays to the Summer Holidays

## Tuition

Musica Kirklees aims to deliver a maximum of 33 lessons per academic year. School terms vary in length thus affecting the number of lessons delivered in any one term. Our guarantee is that Musica Kirklees teachers will offer at least 30 lessons during a full academic year (an average of no fewer than 10 lessons per term). Should we fall short of this guaranteed minimum through teacher absence, we will make a pro-rata refund or credit in respect of the shortfall on our guarantee, normally at the end of the academic year.

We are unable to offer refunds or credits for lessons missed by the student, the only exception being an absence of 5 consecutive weeks due to illness when the fee for 5 lessons will normally be refunded on production of a doctor's certificate.

## Notice

A student can withdraw from lessons only at the end of a term. In years 11 and 13, when a student is taking GCSE or A Level examinations, it is possible to cease tuition at the Summer half term break. Advance written notice of withdrawal (an email [enquiries@musicakirklees.org](mailto:enquiries@musicakirklees.org) or fax 01484 480490 is acceptable) must be received at 9 Beast Market, Huddersfield, HD1 1QF by 1 November, 15 February or 1 June for lessons to terminate in December, March and July respectively. If written notice is not received before these dates, but is given before the end of the relevant term, a fee in lieu of notice of 35% of the fee for the full term will be charged. Payment of this fee does not entitle the student to any further lessons. Please note that once a new term has started then full payment for that term is required. If finishing for GCSE or A Level exams, written notice of withdrawal needs to be received by 15 February and a maximum of 27 lessons will be available during the academic year, with 25 lessons as the guaranteed minimum available.

## Pupil Transfers

Pupils transferring schools at the end of the academic year will automatically be timetabled for lessons in their new school unless you write to Musica Kirklees giving notice to cancel lessons.

## Fees

The prices for the academic year normally remain valid for the academic year and are reviewed annually with the revisions taking effect from September. We will inform all customers of the increase in fees in the Summer term newsletter.

When we have arranged a teacher, we will contact you to request payment.

It is possible to pay your fees in the following ways -

- Monthly Direct Debit can be set up before the start of a new term or when you enrol for lessons. Your fees will be taken in 3 instalments each term - on or immediately after the 6<sup>th</sup> Oct, Nov & Dec for the Autumn Term; Feb, March & April for the Spring Term and May, June & July for the Summer Term
- Cash, cheques and cards can be paid at the Musica Kirklees office, 9 Beast Market, Huddersfield HD1 1QF
- Cheques by post, 9 Beast Market, Huddersfield HD1 1QF
- Credit or Debit Card Payments can be taken over the phone 01484 426426 or made online at [www.musicakirklees.org](http://www.musicakirklees.org).

## Invoicing

You are entering into an ongoing agreement for tuition with Musica Kirklees. Details of payment arrangements will be included with your invoice. If you do not make a payment by the date shown on your invoice, we will send you a reminder. If you fail to respond to the reminder, we will regard this as a fundamental breach of the agreement and the lessons may be suspended. We cannot accept any responsibility for disruption to tuition due to late payment. To reinstate lessons, payment of fees will be requested in advance. If you have difficulty in paying, please contact us.

Musica Kirklees reserves the right to review these terms from time to time, normally at the end of an academic year. You will have the option to accept the revised terms or withdraw from lessons if we change our terms. If we advise you of any material change to these terms to your detriment without giving sufficient notice to enable you to withdraw from the agreement by the specified date, you will not be required to pay a fee in lieu of notice in respect of the following term.

You have the right to cancel this agreement for the period of seven working days (not counting weekends) after signing it or the date of the first scheduled lesson, whichever is the sooner.

This agreement is governed by English Law.

2019/2020