



Terms & Conditions (Version 3.0)

1. Introduction

These Terms & Conditions apply to all tuition, BANDY® rehearsals, workshops and other music services provided by Mr. C's Music.

By submitting an application form or accepting a place, parents/guardians confirm that they have read, understood and agree to these Terms & Conditions.

These Terms & Conditions, together with the completed application form and the Mr. C's Music Privacy Policy, form the agreement between the parent/guardian and Mr. C's Music.

2. Enrolment

Tuition is offered as an ongoing enrolment and continues from term to term until ended by either the parent/guardian or Mr. C's Music in accordance with these Terms & Conditions.

Parents do not need to submit a new application each academic year unless requested by Mr. C's Music or where significant pupil information has changed.

Places are subject to availability.

3. Tuition Fees

Tuition fees are set on a termly basis.

Parents may either:

- Pay in full by the published payment deadline; or
- Choose to spread payments by monthly Direct Debit using GoCardless.

Fees may be reviewed from time to time. Reasonable notice will always be given before any change takes effect.

4. Monthly Direct Debit (GoCardless)

Parents choosing to pay by monthly Direct Debit agree to spread the cost of their tuition fees into equal monthly instalments for budgeting convenience.

Monthly Direct Debit payments are **not payments for that individual month's lessons**, but instalments towards the agreed tuition fees.

Payments are collected securely by GoCardless on behalf of Mr. C's Music.

Payments are protected by the Direct Debit Guarantee, details of which are provided during the Direct Debit setup process.

The Direct Debit will continue automatically until tuition ends in accordance with these Terms & Conditions.

Where additional lessons, BANDY® rehearsals or other services are added or removed, the monthly Direct Debit amount may be adjusted to reflect the revised tuition fees. Parents/guardians will always be given advance notice before any change takes effect.

5. Cancelling Tuition

Parents may end tuition by giving at least **one full calendar month's written notice**.

Notice should be sent directly to Mr. C's Music.

Cancelling a Direct Debit instruction with your bank does **not** in itself cancel tuition.

Where notice is received after the published notice deadline for a term, tuition fees remain payable until the end of the applicable notice period. If that notice period extends into a new term, the relevant fees for that period remain payable.

Current term dates and cancellation notice deadlines are published annually.

Once all outstanding tuition fees have been settled, Mr. C's Music will arrange for the Direct Debit to be cancelled where applicable.

6. Missed or Late Payments

If a payment is missed or a Direct Debit fails, Mr. C's Music reserves the right to:

- request payment by an alternative method;
- suspend tuition until payment is received;
- recover any outstanding balance.

Parents experiencing financial difficulties are encouraged to make contact as early as possible so that suitable arrangements may be discussed.

7. Musical Progress & Home Practice

Mr. C's Music is committed to providing high-quality tuition in a fun, supportive and encouraging environment.

However, musical progress depends largely upon regular practice between lessons.

Lessons provide expert guidance, tuition and encouragement, but **regular home practice is essential** for continued improvement.

Parents acknowledge that musical progress cannot be guaranteed without consistent practice outside lessons.

8. Missed Lessons

No refund or credit can normally be given for lessons missed due to pupil absence, including illness, holidays, school trips or other personal commitments.

Where reasonably possible, an alternative lesson may be offered, although this cannot be guaranteed.

Lessons cancelled by Mr. C's Music will normally be rearranged wherever reasonably possible or otherwise credited or refunded where appropriate.

9. School Closures & Exceptional Circumstances

Where lessons cannot take place due to circumstances beyond the reasonable control of Mr. C's Music, including school closure, severe weather, industrial action or other unforeseen events, every reasonable effort will be made to rearrange lessons where practical.

Where this is not possible, replacement lessons cannot be guaranteed.

10. BANDY® Expectations

BANDY® is built around three simple expectations:

A – Attendance

Regular attendance helps every member of the band progress together. Parents should notify Mr. C's Music where possible if a rehearsal cannot be attended.

B – Behaviour

All pupils are expected to behave respectfully towards fellow musicians, staff, school staff, equipment and venues.

C – Commitment

Learning and performing in a band requires commitment.

By accepting a BANDY® place, parents and pupils agree to make a reasonable effort to practise between rehearsals.

Regular practice benefits not only the individual pupil but also the progress, confidence and enjoyment of the entire band.

BANDY® places are intended for pupils who genuinely wish to learn, improve and perform as part of a team. While friendships are an enjoyable part of the experience, pupils are expected to contribute positively to rehearsals through attendance, behaviour and commitment.

Where a pupil consistently fails to attend rehearsals, participate positively or make a reasonable effort to practise, Mr. C's Music reserves the right to discuss their continued place within BANDY® with parents.

11. Behaviour

All pupils are expected to behave respectfully and to follow their school's behaviour rules during lessons, rehearsals and while being collected from class.

Where a pupil is in detention, excluded from class or otherwise not permitted by the school to leave, Mr C's Music may be unable to collect them for their lesson or rehearsal.

Persistent disruptive, unsafe or inappropriate behaviour may result in tuition being suspended or terminated.

Where tuition is ended because of serious behavioural issues, refunds will not normally be given.

12. Instruments & Equipment

Parents are responsible for ensuring that pupils have access to an appropriate instrument for home practice where required.

Reasonable care should be taken of any instruments or equipment loaned by Mr. C's Music or the school.

Parents may be asked to contribute towards repair or replacement costs where damage has resulted from misuse or negligence.

13. Medical Information

Parents are responsible for informing Mr. C's Music of any relevant medical conditions, allergies or additional needs that may affect their child's participation.

14. Photography & Video

Photographs or video recordings may occasionally be taken during lessons, rehearsals or performances.

Images will only be used where the appropriate parental consent has been given.

Consent may be withdrawn at any time in writing.

15. Safeguarding

Mr. C's Music is committed to safeguarding and promoting the welfare of children.

All teaching is carried out in accordance with each school's safeguarding procedures.

Any safeguarding concerns will be managed in line with current statutory guidance and school policies.

16. Communication

Important information will normally be communicated by email.

Parents are responsible for ensuring that contact details remain accurate and up to date.

17. Data Protection

Personal information is collected only for the administration of music tuition and related communication.

Information is processed in accordance with the Mr. C's Music Privacy Policy and applicable UK data protection legislation.

18. Changes to Tuition

Mr. C's Music reserves the right to make reasonable changes to lesson times, staffing, venues, teaching arrangements or groupings where necessary.

Parents will be given reasonable notice wherever possible

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19. Changes to these Terms

Mr. C's Music may update these Terms & Conditions from time to time.

Parents will be given reasonable notice of any significant changes before they take effect.

20. Liability

Whilst every reasonable care is taken, Mr. C's Music cannot accept responsibility for loss of or damage to personal belongings brought to lessons, rehearsals or performances.

Nothing within these Terms & Conditions limits any liability that cannot legally be excluded.

21. Governing Law

These Terms & Conditions are governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

22. Acceptance

Submission of an application form and acceptance of a place confirms acceptance of these Terms & Conditions.