

AYR SCHOOL OF MUSIC: TERMS & CONDITIONS OF MUSIC TUITION



Ayr School of Music, will herein be referred to ASM ("Site" or "Website" or "Our School" or "We" or "Us.") The following terms and conditions stated in this Agreement of Private Tuition (Agreement) relate directly to the relationship between the ASM Service (Service) and its Students.

A "Series" of Lessons is equal to every "4-Week Block" of scheduled lessons. "Location" refers to either the physical School Building (26 Wellington Square, Ayr, South Ayrshire, KA7 1HH) and/or ASM Zoom Plus Lessons carried out online.

All references herein to "You" refer to any "Student" or "User" of ASM, Parents/Legal Guardian accept the agreement and it's Terms & Conditions on behalf of their Children.

Any reference to "School Term" refers to the ASM Student Calendar which can be accessed on our website www.ayrschoolofmusic.com/calendar Before accessing, downloading or using any part of our service, you should carefully review the following agreement.

ASM provide the Service to you only on condition that you accept all of the Terms and Conditions stated in this agreement. Attending, downloading and/or accessing the service constitute your agreement to be bound by the Terms & Conditions of this agreement which will be provided to you upon enrolling - both electronically and/or in hard copy in person - with ASM.

NOTE: E-Signatures are allowed to confirm this agreement and is governed by Electronic Communications Act 2000.

1. Lessons:

- (a) The TUTOR will give tuition in Series of lessons at a specified day/time and location. It is important that these days/times must be adhered to.
- (b) A Series may not necessarily coincide with national curriculum school terms.
- (c) ASM will provide the lessons at the day/time and location agreed and ASM will reserve this time slot for the Student on an ongoing basis until the Student leaves ASM as outlined in Condition 6.
- (d) Any change or alteration to Lessons must be discussed and agreed with Lee O'Neil (herein referred to as "Owner") either face to face , by telephone or by text . An email is not considered a suitable correspondence.
- (e) ASM endeavours to retain the services of our Tutors in the long term. However circumstances can arise that means a tutor will leave ASM - sometimes at short notice. Therefore ASM reserves the right to change the tutor: This will happen if
 - (i) The tutor chooses to leave ASM.
 - (ii) The tutors is requested to leave by ASM Management
 - (iii) The parent requests a change of tutor
- (f) PLEASE NOTE: All tutors work to the same teaching process and any new tutors who take over teaching any student will have full access to the students teaching records and progress to date.

2. Payment of fees:

- (a) Please download a copy of the ASM School Term Calendar for your own records, it can be downloaded from, www.Ayrschoolofmusic.com/calendar - you can view the fee schedule.

- (b) ASM will send out a courtesy 'fee due reminder' text on the day before your fees are due.
- (c) Fee's can be paid via Bank Transfer or in Cash in person
- (d) The ASM bank account details for Bank Transferred will be provided to you by the "Owner" via a text message.
- (e) Late payment of fee's may result in a 'Late Payment Charge.'

3. Holidays:

- (a) Holiday breaks may occur partway through a series of lessons. In such cases, the series will resume once the school reopens. Please refer to the ASM School Term Calendar for specific holiday dates. www.Ayrschoolofmusic.com/calendar
- (b) Please note that ASM holiday schedules may differ from national school holidays. Again, it is important to consult the ASM School Term Calendar for these specific dates.
- (c) If a student takes holidays that fall outside of the ASM School Term, they may utilise one of their allocated "Cover Lessons," provided they have any of the four allocated per academic year remaining. If all "Cover Lessons" have been used, the student will forfeit any lessons missed during their personal holiday.

4. Cover Lessons & Missed Lessons:

- (a) A "Cover Lesson" is a guarantee by the school to provide a makeup lesson if a student is unable to attend a scheduled class due to illness (with 24 hours' notice), any unforeseen emergency, or a holiday subject to agreement with the "Owner."
- (b) **Please Note:** "Cover Lessons" do not apply to scheduling conflicts with extracurricular activities, personal choice activities (e.g., parties, sporting events, or live music events), or self-isolation due to a communicable disease. For self-isolation due to a communicable disease (e.g., COVID-19), the student may opt to take the lesson via our ASM Zoom Plus alternative.
- (c) **IMPORTANT:** A maximum of four "Cover Lessons" will be provided per academic year. Once all four cover lessons have been used, any subsequent lessons will incur a charge, even if 24 hours' notice is provided for cancellation. These four Cover lessons refresh at the start of the new term after the Summer Holidays.
- (d) All cover lessons must be arranged and completed before the end of the academic year. If any cover lessons are still outstanding and haven't been scheduled by then, they will be lost and be considered forfeited.
- (e) A cover lesson will not be provided for a Cover Tutor. In the event that your regular tutor is unavailable, no cover lesson will be offered.
- (f) All cover lessons must be taken within 30 days from the date the original lesson was scheduled. In certain cases, and with sufficient notice, it may be possible to schedule the cover lesson prior to the originally scheduled lesson.
- (g) Once the 30-day period has expired, and after reasonable attempts have been made to offer alternative lesson times, the lesson will be considered forfeited. In such cases, the tutor will be compensated for the lesson as they are only paid once the cover lesson has been completed.
- (h) **Please Note:** "Cover Lessons" are not transferable to monetary value and cannot be applied toward the four-week notice period or a block of lessons.

- (i) In accordance with Condition 3 above, if a student misses a lesson outside of the ASM School Term, ASM will charge for any scheduled lessons within the series that the student does not attend and no cover lesson has been requested within the requirements of requesting a cover lesson
- (j) Illness: If a student is unable to attend a scheduled lesson due to illness, the "Owner" must be notified as soon as possible. Notification must be provided at least 24 hours before the scheduled lesson to qualify for a "Cover Lesson." If the "Owner" is not notified within the 24-hour period, the lesson will be charged as usual.

5. Examinations, competitions and public performances:

- (a) The Student will not be entered for any, competition or public performance without your prior consent and agreement.
- (b) Photographs, video and audio recordings: Here at ASM we are very proud of our students and like to share their achievements through audio recordings, video recordings and photography via Social Media. We will always ask for permission before recording and sharing any students performance. These recordings/can be used for Social sharing and advertising.
- (c) ASM expects all students under the age of 16 to sit exams as it is a national curriculum based school. Furthermore it encourages all over 16yrs old students to follow the exam syllabus.
- (d) The tutor is solely responsible for notifying the ASM Management team when a student is ready to sit an exam. The Management team will then notify the Parent/Guardian of the fact.

6. Termination of tuition (4 WEEK NOTICE - PAID £70.00)

- (a) This Agreement may be terminated at any time by mutual consent, provided that the termination is documented in writing and agreed upon by both the Ayr School of Music (ASM) and the Student or the Student's Parent/Legal Guardian.
- (b) If the termination is initiated by the Student or the Student's Parent/Legal Guardian, a fully paid notice period of four weeks is required. The cost for this notice period is £70.00. During this four-week notice period, the Student may continue to attend lessons.
- (c) The £70.00 notice fee will be applied on a pro-rata basis against any fees already held by ASM. For example, if notice is given after the second lesson in a series but before the third lesson, a payment of £35 will be required, as £35 remains from the current fees paid at the beginning of the series (or block) of lessons.
- (d) Please note that if the Agreement is terminated during the first block of lessons, no notice period will be offered or considered.
- (e) Termination and notice ONLY take effect when the 'OWNER' has confirmed the notice period has started.

7. Conduct

- (a) If it is considered by the Tutor that there needs to be a review of a Students Progress/ Commitment/Practice, the Student or Parent/Legal Guardian of said Student will be contacted by the "OWNER."
- (b) **ZERO TOLERANCE ON ABUSE:**
 - (i) No Abuse to any member of ASM Management and/or TUTORS from the conduct of Students - or ANYONE associated with the Student - will not be tolerated under any circumstances.

- (ii) If it is deemed by the “OWNER” that a particular situation/ event fall under the category of abuse the STUDENT will be asked to leave immediate effect and their parent contacted.

If you require any further information please do not hesitate to contact our Management Team on 07483 941520 to discuss.

We look forward to delivering the very best music learning experience.

Lee O'Neil

OWNER

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