

## **TERMS AND CONDITIONS FOR TUITION**

The following Terms and Conditions apply to all lesson agreements made between McBain Music School and its students/parents.

The Terms and Conditions described below may seem relatively strict but have been discussed at length amongst the McBain Music School leadership team with the aim of making them as fair as possible for both client and provider. McBain Music School is a business that runs on the basis of regular scheduled lessons and functions with minimal margins. Because of this such lines in the sand have had to be drawn and are not a reflection on the majority of the McBain Music School Families are but are a reflection of the small number of people that have taken advantage and not paid for services rendered, that jeopardise the livelihood of our tutors and owner. We try to approach each individual case in good faith with an open ear and we hope that you will also approach us in the same manner.

### **1. Term Dates**

1a. Teaching weeks at McBain Music School roughly adhere to the Aberdeen City Council School Terms. However, there are occasional differences and our term dates are sent out before every term begins.

1b. At all times it is the responsibility of the customer to be aware of the first and last dates of term at McBain Music School which can be found on our website.

### **2. Communications**

2a. All correspondence is sent out to the student by email. If this causes a problem, please let McBain Music School know.

2b. It is the responsibility of the parent/student to make McBain Music School aware of any changes to their contact details. McBain Music School will not be held responsible for any missed communications, late/overdue payments, missed lessons, etc, if this is due to incorrect contact information.

2c. Due to the size of our student roll, most of McBain Music School communication is done via bulk delivery services therefore there is a level of potential error associated with this. If you notice something incorrect e.g. lesson details or account details, it is not meant offensively. In these cases please let us know via email at [mcbainmusicschool@gmail.com](mailto:mcbainmusicschool@gmail.com) so we can resolve the problem as soon as possible.

### **3. Timetabling of Lessons**

3a. The student will be informed of the lesson day, time and the date of their first lesson before teaching commences, either by phone, in person or by email. McBain Music School will aim to confirm all the lesson details by email, but does not guarantee that this will be the case if it deems sufficient confirmation has been provided by other means.

3b. Lessons at the school are based on a repeating basis meaning the student is responsible to attend all the lessons scheduled throughout each term.

### **4. Absences**

4a. If a student cancels a lesson within 48 hours a make-up lesson will be offered in place subject to availability.

4b. Make up lessons can't be transferred to other students or family members.

4c. If a student cancels with less than 48 hours then no make-up lesson will be offered.

4d. Students/parents must notify their teacher if they are going to be absent.

4e. Make-up lessons are strictly subject to the teachers availability. Make-up lessons expire at the end of each term. Make-up lessons can only be offered if the teacher has an available time in their calendar. It is the responsibility of the student/parent to arrange a make-up lesson with their teacher. McBain Music School teachers should not be expected to offer make-up lessons outside our teaching hours.

4f. Where a McBain Music School tutor is not able to teach, due to illness or a vehicle/mechanical failure, McBain Music School tutor will arrange for the missed lessons to be caught up at a time suitable for both the student and the tutor. If a suitable time can't be agreed then the lesson amount will not be charged and will come off your next invoice automatically.

### **5. Duration of the Lesson Agreement**

5a. The lesson agreement between McBain Music School and the student is a rolling agreement that continues into each new month and unless written cancellation is received.

5b. The customers are emailed their invoice in the first half of each month in respect of the follow-

ing months lessons, until a cancellation notice is received, as discussed below.

## **6. Cancelling the Lesson Agreement**

6a. If the customer wishes to cancel the lesson agreement with McBain Music School then written notice must be received by McBain Music School Management at least two weeks prior to the intended last lesson.

6b. Verbal notice given to the tutor will not be acted upon and is not considered sufficient unless confirmed in writing to McBain Music School via [mcbainmusicschool@gmail.com](mailto:mcbainmusicschool@gmail.com) by the customer.

6c. If the customer is unable to give two weeks notice they will be charged a late notice fee equivalent to two weeks of lessons.

6d. No refund or credit will be given for any cancellations part way through this agreement.

6e. If McBain Music School has to cancel a lesson agreement it will endeavour to give two weeks notice to the customer. Any lessons remaining after the lessons' end date will be credited to the customer's account if payment has already been made.

6f. If, in exceptional circumstances, McBain Music School has to cancel the student's lesson due to damage of McBain Music School property or harassment of McBain Music School staff by the student, this may be done with no notice.

## **8. Tuition Fees and Accounting**

8a. The customer will be billed each month for the amount of lessons in the upcoming month.

8b. McBain Music School tutors CANNOT accept payments in any form.

8c. All payments must be made using the PAY BUTTON attached to the invoice. Any other method of payment can't be guaranteed to be cleared on your next invoice as it is an automated system we use for payments.

8d. Full payment must be received before the first lesson a new month starts.

8e. Penalties for late payments will be applied as per the below.

## **9. Penalties**

9a. Overdue accounts can accrue penalties of £20 when overdue for 5 days and £5 for every following 14 day period.

9b. LATE PAYMENT Penalties will be added to accounts that are 7 days in arrears. If the account remains overdue, further penalties will be added every 14 days.

9c. Late Penalty charges are made up of two parts - £10 late fee and £10 administration cost.

9d. The student/parent is responsible for any and all charges that their bank may levy for rejecting any payment to McBain Music School

9e. McBain Music School does reserve the right to fully suspend students from lessons with unpaid term fees during term time. A full suspension means that McBain Music School has the right to fill the students lesson time slot with another student from the wait list.

9f. Payments more than 60 days in arrear may be handed over to Credit Consultants for debt collection.

9g. McBain Music School will attempt numerous contacts prior to resorting to this unfortunate measure.

9h. All costs incurred for sending an account for debt collection are added to the student's outstanding balance.

## **10. Photography & Filming**

10a. We enjoy sharing pictures and accomplishments of our students! By agreeing to McBain Music School policies it gives McBain Music School the right to publish images and/or videos on our website, Facebook page, Instagram, and printed marketing materials for the purposes of marketing and social media use, with the students first name and instrument he/she takes lessons on. We do not share last names, home addresses or any contact information. **If the parent/student does not want his/her image to be included in such materials, he/she must notify McBain Music School via email at [mcbainmusicschool@gmail.com](mailto:mcbainmusicschool@gmail.com)**