

Ryedale School of Music

Terms & Conditions for the provision of music lessons at Fyling Hall School

1. Ryedale School of Music is a trading name of R and L Coates. In these terms and conditions, "Ryedale School of Music" is the service provider and the "Client" is the parent or legal carer of the student where the student is under 18 years of age or the student if over 18 years of age.
2. The instrumental music lesson option consists of:
Up to 30 sessions offered over three school terms of each academic year with each session of a duration agreed by the service provider.
3. **Lesson time allocation.** The lesson times for students in schools will be agreed between Ryedale School of Music and the school in which the lesson takes place. All lessons take place during the normal school day.
4. **Missed or Late attendance.** Lessons missed by students due to reasons including, but not limited to, forgetfulness short term sickness, school trip/activities, exams will not be made up or credited. No extra time will be allowed if the student is late for their lesson. The lesson is automatically cancelled when the student is fifteen or more minutes late.
For missed lessons in the event of an emergency or closure of the school (full or partial) due to an event outside the service provider's control (e.g. force majeure, a pandemic, flooding, heavy snow or industrial action), no credit will be due. The service provider will make every effort to reschedule sessions where possible but cannot guarantee to do so.
If a lesson venue closes due to the reasons outlined above, provided arrangements can be made in time, it is expected that lessons will move online except where online tuition is unsuitable for the student.
5. **Unavailability of a Teacher.** If the lesson is cancelled by the teacher, a make-up lesson credit will be added to your account. In the circumstances whereby a teacher is unavailable due to illness a substitute teacher may be engaged to cover lessons.
6. **Fees & Charges.** Tuition fees are paid by direct debit on the first day of each month October to July.
All fees and charges are subject to an annual review.
All fees must be paid by the due date.
A charge of £12 will be made for all direct debits returned unpaid or cancelled.
On termination of this contract by either party the balance of the account will be re-calculated to reflect the number of lessons offered under the agreement including any notice period and charges allowed under this agreement.
7. **Lessons** will continue for each term and academic year until written notice is received as stated in paragraph 8.
8. **Stopping lessons.** A student may only withdraw from lessons at the end of a term with written notice. We will be unable to accept cancellations via your child's teacher or school. Lessons during the notice period will be charged for, even if the student does not attend their lessons.
Cancellation notice should be sent by email to Laura@minimusic.co.uk or in writing to Ryedale School of Music, The Old School, Tinley Garth, Kirkbymoorside, YO62 6AR
9. **Cancellation dates.** To stop lessons at the end of the Autumn term we must receive notice by 1st November.
To stop lessons at the end of the Spring term we must receive notice by 20th February.
To stop lessons at the end of the Summer term we must receive notice by 20th May.
10. If the required notice detailed in paragraph 9 is not given, an additional late notice administration fee to 5 lessons will be applied. The late notice administration fee does not entitle you to receive any provision in the proceeding term.
11. **Public performance.** All students must have permission from their teacher if they intend to perform in front of a public audience, any solo, duet or play in a small ensemble. Performing within a band or orchestra does not require permission.
12. **Practice.** The client is required to encourage their child to engage in regular daily instrument practice where the student is aged 17 years and under and to ensure that a

suitable space without any distraction is made available. It is important to note that whilst a Teacher will use his or her best endeavours to ensure the Student makes satisfactory progress, this cannot be guaranteed. Careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.

13. **Lesson Resources** The client is responsible for providing their own instruments, music and accessories. (Hire instruments may be available – separate terms and conditions apply). Music and accessories may be available to purchase and the service provider will request approval to supply.
14. **Dismissals / Terminations.** Poor attendance, failure to practice or disruptive or anti-social behaviour by either the student or by the parent/carer, refusing to take instruction, directions or advice, inappropriate or disrespectful behaviour, verbal or physical abuse towards the teacher; refusal or failure to adhere to the terms and conditions, regular failure to make payments on time may result in tuition being withdrawn and any paid or outstanding fees would be retained or remain payable. No credits will be given in such circumstances.
15. Ryedale School of Music does not accept any liability for loss or damage to student's instruments or personal possessions.
16. Terms & Conditions may be varied by the service provider by giving fourteen days' notice in writing.
17. The client gives permission to Ryedale School of Music to collect and store personal data for use in any connection with the provision of the contract. Ryedale School of Music is registered with the ICO (Information Commissioner) Registration number: ZA112839. Data is used for the purpose of providing the services and is retained in accordance with statutory requirements.