

Terms and Conditions for the provision of WindStars instrumental music tuition at Fyling Hall School (2023)

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**, “Fyling Hall School” is the **establishment** for which the service is provided and the “Client” is the parent or legal carer of the student where the student is under 18 years of age.
 2. The “WindStars” Music Lesson Package - consists of:
 - a. Thirty sessions offered over three school terms.
 - b. The engagement of a music teacher for the specified term.
 3. All sessions take place during the normal school day.
 4. The service provider will decide the appropriate grouping of students, depending on the number of students, their standard and level of progress. Student class groupings may be adjusted at any time by the teacher.
 5. **Payment Terms:** Fees can be paid by direct debit each term in advance or monthly by direct debit on the first day of each month (October – July).

All fees must be paid by the due date.
A fee of £12 will be charged for cancelled or returned direct debit payments.
If you cancel your direct debit any remaining payments will become due immediately and should be paid in full within 7 days to avoid further charges.
 6. The service provider will liaise with the school to schedule all sessions.
 7. **Missed Sessions / refunds** It is the responsibility of the student to be available for their sessions.

The service provider will not refund missed sessions where:

 - The student forgets their instrument or turns up with a broken or incomplete instrument.
 - The student is not available for any reason e.g. illness, school trip, appointment elsewhere, school closure for bad weather. The service provider will make every effort to reschedule sessions where possible but cannot guarantee to do so.
 - If the teacher arrives at school to offer sessions when the establishment has failed to notify the service provider of any activities that prevent the delivery of the scheduled sessions.

The service provider will refund / re-schedule sessions where:

 - The service provider cannot provide a teacher
 - The school has an OFSTED inspection and does not wish teaching to take place
 - If a student is away from school for more than three consecutive weeks in a term due to a long-term illness. The service provider will make every effort to refund up to one term of fees. A doctor’s certificate will need to be supplied.
 - Refunds will only be made at the end of the year (July), once the opportunity has been given by the teacher to make up for missed sessions allowed by these terms.
 8. **Regular Practice** Parents and Carers agree to encourage their child to engage in regular daily instrument practice and ensure that a suitable space without distraction is made available for instrumental practice.
 9. On completion of the form to join WindStars you have a period of fourteen days in which you can choose to cancel the agreement. After a period of fourteen days has expired you agree to make all payments due within the agreement. This does not affect your right to discontinue your child’s tuition.
 10. **Cancellation of lessons** We encourage your child to learn a musical instrument for at least one academic year but, if for any reason you wish to cancel your child’s sessions, notice must be provided direct to the service provider via email or in writing according to the cancellation dates shown below.
 - Cancellation notice should be sent to laura@minimusic.co.uk or in writing to Ryedale School of Music, The Old School, Tinley Garth, Kirkbymoorside, YO62 6AR.
 - We will be unable to accept cancellations via your child’s teacher or school.
 - All cancellation requests will be acknowledged within five working days of receipt.
 - This music session package is non-transferable between friends and family.
- Cancellations Dates**
- To stop sessions at the end of the Autumn term you must give written notice by 1st November 2023
 - To stop sessions at the end of the Spring term you must give written notice by 20th February 2024
- Please note that all cancellation dates are non-negotiable and direct debit payments may still become due after notice has been given.**
- If a student withdraws from sessions without giving notice as above, no refunds will be given, and all payments remain due until the end of the following term.
11. **Additional Costs** Students will be required to replace worn or broken jSax reeds at a cost of £3 per reed when deemed necessary by the teacher. The parent will be notified of any reeds provided by the teacher and the cost of the reeds will be added to your direct debit payment.
 12. **Instruments** Any instrument provided in this agreement remains the property of Ryedale School of Music and may be withdrawn from a student by the service provider. If an instrument is broken, damaged, has parts missing or is lost, Ryedale School of Music will make a charge for the replacement or repair of the instrument at the retail price applicable at the time of the replacement or repair.
 13. The client gives permission to the service provider 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 Commissioners Office) Registration number: ZA112839. Data is used for the purposes of providing the services and is retained in accordance with statutory requirements.