



TERMS AND CONDITIONS

This Independent Contractor Agreement ("Agreement") is made between the client (Referred to as "*Student*") and Native School of Music Ltd. If the Student is under 18 years of age, the contract will be between their Parent/ Guardian (Referred to as "*Student*") and Native School of Music Ltd.

Native School of Music Ltd is a music hub offering professional lessons for beginner, intermediate and advanced musicians in a variety of instruments and music courses.

Cancelling your contract

A written notice period of **4 weeks** is required to terminate this agreement after the cooling off period (*14 days*). In the event that the Student discontinues lessons after the cooling off period with insufficient notice, the Student will be liable to pay fees for those lessons not taken during the notice period.

If you have committed to paying a monthly debit order, you have the right to cancel this agreement within 14 days (*the 'cooling off' period*). To exercise the right to cancel, you must inform us of your decision to cancel this agreement by a clear statement (*e.g. a letter sent by post or e-mail*). To meet the cancellation deadline, you will need to send your notice of cancellation before the cooling off period has expired.

If you cancel this agreement during the cooling off period, we will reimburse you for lessons not received, using the same means of payment as you used for the initial transaction. We will make the reimbursement no later than 14 days after receiving notice of your cancellation.

1. Fees

Lesson fees are subject to annual review. Where lesson fees are increased as a result of such a review, we shall endeavour to give you at least one month's notice of such an increase. You will then have the right to terminate this agreement immediately with written notice to Native School of Music Ltd.

Our current Fee structure is as follows (*as of 1 September 2020*):

	30 minutes	45 minutes	1 hour	Music Courses
Per Lesson	£22	£32	£40	£290
Monthly Subscription Special	£20	£30	£38	£290

Our upfront payment options and methods include contactless (credit/debit card) or monthly debit orders. You are welcome to pay in 2 ways:

1. Payment made in full before the start of the lesson (*either through contactless or an electronic transfer*)
2. Or through monthly instalments via debit order (*Set up at the beginning of each month*)

PLEASE NOTE THAT NATIVE SCHOOL OF MUSIC LTD HOLDS THE RIGHT TO TERMINATE/SUSPEND ANY CLASSES THAT HAVE NOT BEEN PAID FOR WITHIN THE ALLOCATED TIME.

2. Missed Lessons

Any lesson you miss must be paid for unless otherwise agreed with by Native School of Music Ltd. If our teachers are unavailable to give any scheduled lessons, the lesson will be carried forward to another date or you will be given a replacement teacher for that lesson. If this is not possible, any fee already paid will be refunded or used to pay for a future lesson.

3. Cooling-off Period

a) You have a legal right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the "cooling off period" set out in 3(b) below. This means that during that cooling off period if you change your mind or decide for any reason that you do not want to receive the lessons, you can notify Native School of Music Ltd of your decision to cancel the agreement and receive a refund for any lessons paid for but not received prior to that cancellation.

b) The cooling off period starts from the date of their first lesson and ends 14 days later.

c) You acknowledge that you have received the above warning. By signing this agreement, you confirm that you understand that lessons will continue as normal after the cooling off period in compliance to the above stated cancellation policy.

4. Termination of Agreement

a) A decision to discontinue lessons after the cooling off period may be taken by the Student or by the Teachers of Native School of Music Ltd by written notice. In the event that the Student discontinues lessons with insufficient notice, the Student will be liable to pay fees for those lessons not taken during the notice period.

5. Yearly Lesson Structure

Our lessons are based on monthly payments spread over the year and cover public holidays as well as 2 weeks over Easter and 2 weeks over Christmas. For the month of August (Summer holidays) Native School of Music Ltd is closed and we pause all debit orders and continue to resume lessons in September. Due to some months having 5 lessons, Native School of Music Ltd continues payment to cover any public holidays or festive holidays.

6. General

a) Neither party shall be liable to the other party for any breach by the other of any of the terms and conditions herein occasioned by any act of God, war, revolution, riot, civil disturbance, strike, lock-out, pandemic, flood, fire or other cause not reasonably within the control of such party.

b) The Student undertakes not to make photocopies of any music unless otherwise agreed. All course work and teaching modules belong to the intellectual property of

Native School of Music Ltd.

c) Examination entries, festivals, competitions or otherwise will only be entered by the Student. Any entry fees will be paid for by the Student.

d) The Student is responsible for the insurance of their instrument.

e) In the interests of the Student's well-being whilst in the teacher's care, the teacher must be informed of any medical or other condition affecting the Student.

f) If the Student is under eighteen, the Student's parent or guardian gives permission for the teachers at Native School of Music Ltd to teach their child.

g) The Student agrees to provide their contact details below in case of an emergency. Our privacy data policy can be found at <https://nativeschoolofmusic.com/policies-and-privacy-notice/>

h) Should the Student be under 18 years old, this contract will be with the Students Parent/ Guardian.

i) Native School of Music Ltd ensure that all teachers obtain a DBS clearance certificate. The Student is welcome to view this document upon request.

j) Native School of Music Ltd takes seriously the safety and well being of its staff and Students. Any aggressive behaviour from Students or Parents, be it violent or abusive, will not be tolerated and may result in being escorted off the premises, lessons cancelled with immediate effect and, in extreme cases, the police being contacted. This behaviour is inclusive of, but not limited to, violent or physical abusive, violent or abusive language, causing damage to the building or other people's property or theft of Native School of Music's or Students belongings.

NOTES FOR GUIDANCE

- Please note that all Students wishing to study the Trinity Rock & Pop Grades must purchase their own Grade book & Session Skills Book independently. These are available on Amazon, eBay or from various music shops in the local area.
- We use the *ABRSM* theory guidelines (*Grade 1-5*) for theory grades & exams. The exams are conducted by ABRSM & Students are expected to book their examinations directly with ABRSM.
- It is important to note that whilst our teachers will endeavour to help the Students make satisfactory progress, this cannot be guaranteed. In particular, careful regular practice as advised by the teacher for the Student is a prerequisite of success on any musical instrument or in any musical endeavour.

LIABILITY WAIVER

I agree not to hold Native School of Music Ltd and its representatives responsible for injuries or accidents in connection with Native School of Music practices, lessons or performances on or off-site. If any injury appears serious enough for hospitalisation or medical attention, such expense will be borne by the Student or Parent/Guardian. In case of injury or illness, I grant permission to any available physician to perform emergency treatment for myself or my child(ren) as deemed necessary. I agree that Native School of Music is not responsible for personal items (including instruments and cell phones) broken, brought or left at our teaching facility or event.

I understand and voluntarily assume all risks inherent in the nature of this activity and I waive and release all claims, costs, liabilities, expenses and judgements against Native School of Music Ltd and its representatives arising out of my participation or my child's participation in Native School of Music Ltd lessons.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time myself or my child(ren) visit Native School of Music Ltd, whether at the current location or any of our facilities. The undersigned further expressly agrees that this

agreement is intended to be as broad and inclusive as is permitted by the laws of the state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this document, I understand that I may be found by a court of law to have forever waived myself and/or my child(ren)(s) right to maintain any action against Native School of Music Ltd and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself and/or my minor child(ren) and agreed to indemnify and hold harmless Native School of Music Ltd from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by Native School of Music Ltd as a result of the participation in activities in or about the facility by myself and/or my child(ren) and/or claims asserted by myself and/or my child(ren) against Native School of Music Ltd related to such participation in activities.

I affirm that I have read, understand and agree to be bound by the term and conditions of this agreement for music instruction through Native School of Music Ltd. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I fully understand that failure to abide by this agreement will result in termination of this agreement and membership in the school will be revoked immediately. I represent and warrant that I am full of age, competent to sign this document and/or have the right to enter into this agreement on behalf of the minor student(s), for whom I am a legal guardian. I understand that I can also download and review these policies any time online at nativeschoolofmusic.com/termsandconditions and review the data protection and privacy policy at nativeschoolofmusic.com/privacypolicy.