

ONLINE MUSIC LESSONS TERMS AND CONDITIONS

1. GENERAL TERMS

- 1.1. These Terms and Conditions cover all Templesprings Online Music Courses. Before booking a Course, Clients should read these Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not book the Course. If, however, you agree to them unconditionally you may attend the Course subject always to these Terms and Conditions.
- 1.2. Each Client warrants to Templesprings that it has the full right, power and authority to enter into and perform its obligations under these Terms and Conditions and has not entered into any arrangement, which in any way conflicts with these Terms and Conditions or inhibits, restricts or impairs its ability to perform its obligations under these Terms and Conditions.
- 1.3. The Client refers to the Guardian of the Student (under 16 years old) booked on the course
- 1.4. By booking Courses with Templesprings, you indicate your acceptance of these Terms and Conditions.
- 1.5. In order to access online music course materials, it is also be necessary for the Client to register on the Parent/Student Portal. The Client
- 1.6. Templesprings may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site. The version of the Terms and Conditions that applies to Courses shall always be the latest version as published on the Site.
- 1.7. In these Terms and Conditions, unless the context requires otherwise:
 - 1.7.1. Any reference to a clause is to the relevant clause of these Terms and Conditions;
 - 1.7.2. Headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions;
 - 1.7.3. The singular includes the plural and vice versa;
 - 1.7.4. Any gender includes the other gender;
 - 1.7.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.7.6. Any reference to "in writing" shall include email.

2. WHEREBY IT IS AGREED:

- 2.1. Templesprings will provide online lessons lasting 30 minutes once a week via an agreed online teaching platform.
- 2.2. Templesprings will provide an agreed schedule of lessons detailing dates and times on the Parent/Student Portal.
- 2.3. This agreement relates to a block booking of 12 lessons per term, payable in advance on receipt of an invoice from Templesprings.
- 2.4. Templesprings course fees may be subject to change, as posted on our website from time to time.
- 2.5. All fees are payable in advance of lessons being taken. Fees can be paid in Full or by instalments

- 2.6. For those paying by instalments:
 - 2.6.1. You will be required to setup a Monthly Direct Debit. Fees are collected on the 26th day of the month.
 - 2.6.2. In the case of Fees, which are to be paid in instalments to Templesprings, the Client agrees and acknowledges that they will be required to pay the Fees in full regardless of whether the Client subsequently cancels the Course subject to the Cancellation clause.
- 2.7. The Guardian has a legal right to cancel this agreement and receive a refund during the 'cooling off period', which starts from the date of this agreement and ends 14 days later.
- 2.8. The Guardian should send an email to derin@templesprings.com stating they want to cancel the course.
- 2.9. Verbal notification of any kind will not be acceptable and does not constitute cancellation of course.
- 2.10. The Guardian has 14 days cooling period to cancel the course in order to receive a full refund of the course fees. The booking fee is non-refundable.
- 2.11. Templesprings will make the refund no later than one (1) Calendar month after the receipt of the cancellation notice. Reimbursement will be made using the same means of payment for the initial transaction, unless agreed otherwise.
- 2.12. If you cancel your booking after the 14 days cooling period is passed, or fail to attend the course, you acknowledge and agree that you will be charged the full fee for the course. Templesprings will NOT make a refund under no circumstances.
- 2.13. PLEASE NOTE: by signing this agreement, the Guardian provides the authority for Templesprings to commence lessons within the cancellation period and there will be no right to cancel or the Guardian will cease to have the right to cancel, once Templesprings services have been fully performed. In those circumstances, the Guardian will not be able to benefit from a right to cancel which they would otherwise have had if they had not provided the above authority.
- 2.14. The Guardian acknowledges that they have received the above warning.
- 2.15. The Guardian is responsible for ensuring that the Student is available for the arranged online lesson as scheduled on the Parent/Student Portal.
- 2.16. Delays or interruptions encroaching into this time will be considered as time provided.
- 2.17. If no notice to discontinue lessons has been served as above and the Student fails to attend an arranged online lesson, fees for that lesson remain payable and no refund of any fees paid in advance will be given.
- 2.18. Should Templesprings miss a lesson for whatever reason; we will provide a replacement lesson at an agreed time.
- 2.19. Once an online lesson is missed for whatever reason, there is no retake of that lesson.
- 2.20. The Guardian and Student undertake not to make unlawful photocopies of music materials.
- 2.21. Examination entries, festivals, competitions or otherwise,

will only be entered if the Guardian (in consultation with the Student) and Templesprings agree. The Guardian will pay for any entries.

- 2.22. The Guardian is responsible for informing Templesprings of any medical conditions, which may affect the online learning experience and interaction.
- 2.23. Templesprings agrees to comply with all applicable laws, statutes, regulations including in relation to confidentiality, privacy, GDPR and the protection of personal data.
- 2.24. Should any disputes arise during the term of this agreement it is anticipated that discussions would take place between the parties with the intention of resolving any dispute. However, if the parties are unable to resolve the dispute, they may agree to terminate this agreement with immediate effect or seek the services of a mediator.
- 2.25. 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 pandemic (including the current Covid-19), any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such party.

3. SPACE AND EQUIPMENT:

- 3.1. The Guardian is responsible for providing suitable space and appropriate technology to enable online learning to be provided as advised by Templesprings.
- 3.2. Templesprings is not responsible for the loan of any equipment (e.g. instruments, cameras, computers, etc.) or materials (e.g. sheet music).
- 3.3. The Guardian is responsible for ensuring that the online teaching platform recommended by Templesprings is installed and ready for use prior to the commencement of lessons. All technical issues should be referred to the software/platform provider.
- 3.4. Materials supplied electronically by Templesprings remain the Intellectual Property of Templesprings.
- 3.5. Templesprings is not liable for any technical faults, failures or damages of equipment used at the Guardian's/Student's premises or elsewhere for the purposes of receiving online teaching. Templesprings will not be required to make up any lost teaching time caused by such faults, failures or damages. Moving equipment in order to enhance the quality of video/audio is done at the Guardian's/Student's risk and should be done on their time.
- 3.6. Templesprings is not required to make up lost time due to technical difficulties experienced at the Guardian's/Student's home or other location used for the purposes of receiving online teaching, e.g. insufficient or unreliable broadband to support audio and video, poor sound quality, computer hardware and software problems, etc.
- 3.7. The Guardian is responsible for the insurance of the Student's instrument and all equipment used by the Student for online teaching.

4. SAFEGUARDING

- 4.1. Lessons must not be recorded by either party unless there is a prior agreement for this. If recordings are made, they should not be shared with third parties or uploaded to social media.
- 4.2. The online teaching platform must not be used by the parties for any other purpose than teaching, e.g. sharing photos or general messaging.
- 4.3. Where possible the Guardian should assist the Student in limiting their profile within the online teaching app, using settings and preferences to maximise privacy. Templesprings will commit to doing the same.
- 4.4. All communications regarding missed or cancelled lessons must be between the Guardian and Derin Johnson. Under no circumstances should the Guardian or Student contact the Teacher directly
- 4.5. For the purposes of confidentiality and privacy, all communications between the Guardian and Templesprings should be via email. [Communication by telephone should only take place where necessary due to urgency e.g. unavoidable last-minute cancellations].
- 4.6. Any defamatory, offensive or illegal material aired online by the Student, or inappropriate behaviour by the Student, will result in the immediate termination of the lesson. What constitutes such behaviour will be determined in the reasonable opinion of the Teacher. In this instance, Templesprings reserves the right to withdraw entirely from this agreement with immediate effect. Fees paid will not be refunded.
- 4.7. Both the Teacher and Student must dress appropriately for the online lesson. 2
- 4.8. Both Teacher and Student should present against a neat and tidy background when using video.
- 4.9. The Guardian may, if they wish, be present during the online lesson. The Guardian agrees to comply with Templesprings Safeguarding Policy.
- 4.10. It is important to note that whilst Templesprings will use their 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.
- 4.11. I hereby agree to the terms of this agreement and authorise Templesprings to provide online tuition to my son/daughter until termination of this agreement.