

# Terms & Conditions



## 1. Terms and Conditions

These Terms and Conditions form the basis of the contract between the School and its Customers. Customers are subject to and agree to be bound by the Terms and Conditions set out below.

## 2. Interpretation

The following definitions and rules of interpretation apply in these Conditions:

- a) **School** means The Masters Music School;
- b) **Customer** means a person to whom the School provides or has provided tuition and includes the parent or legal guardian of any Customer under the age of 18 years old;
- c) **Order** means the Customer's request for the supply of Services, as set out in the Customer's written acceptance of these Terms and Conditions;
- d) **Services** means the music tuition given by the School to its Customers;
- e) **Terms and Conditions** means the Terms set out above and below in this document.

## 3. Change of Terms

Any changes to these Terms are valid only if agreed between the School and the Customer.

The School may update these Terms and Conditions by sending the Customer either an updated version of the Terms or a notification of minor changes. Should the Customer choose not to accept the proposed changes, they are to notify the School of their non-acceptance within fourteen (14) days of the initial notification.

If the Customer and School are in agreement, the changes will take effect fourteen (14) days after the notification was provided to the Customer.

## 4. The Order

The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.

## 5. About School - Goals and Vision

The School is a not-for-profit organization that aims to provide high-quality music tuition to Customers of all ages. The School has a number of first-rate tutors, many with international performance experience, and aims to make specialised instrumental tuition more widely accessible to those living across West Ealing and West London. The School aims to provide the excitement of a stage experience in a supportive teaching environment. Above all else, the School's goal is to offer Customers in the borough a specialist musical education tailored to their personal ability and need.

## 6. Contact Details

**Address:**  
The Masters Music School  
19 The Avenue, West Ealing  
London W13 8R

<b>Phone:</b>	020 80048233
<b>Email:</b>	info@tmms.co.uk
<b>Website:</b>	<a href="https://tmms.co.uk">https://tmms.co.uk</a>

## 7. Dates of Operation

- The School operates within the term dates as described on our website: <https://tmms.co.uk/>
- Although it cannot always be guaranteed by the School, the School's term dates will replicate those of the Borough of Ealing where possible. This is to ensure maximum convenience and continuity for Customers .
- The School may provide tuition during half-terms and holidays. However, this will always be subject to a separate arrangement regarding timetabling and payments.

## 8. Hours of Operation

- The School operates within the hours as described on our website (see above). For the convenience of Customers and parents, our opening hours are outside of those for primary and secondary schools.
- The School may provide tuition outside of the opening hours stated on the website, however, this will always be subject to a separate arrangement and has to be arranged with the Admin Team if on School premises.

## 9. Modes of Operation

### 9.1. By media used

As of September 2022, the School provides tuition in three ways:

1. Face-to-face lessons on premises in West Ealing (as specified in Contact Details above);
2. Online Lessons; and
3. Home visits.

The details of courses taught by School are available to view on our website.

### 9.2. By Contract Length

Lessons Taught by School can be arranged in one of three ways:

- Ad hoc through the website;
- By purchasing a block of lessons; and
- Subject to a yearly contract.

### 9.3. By Group Size

The Yearly Contract Courses consist of:

- Individual classes (paid for); and
- Group classes (free)

## 10. Admission Procedure

### 10.1. Free Trial

- Every potential Customer is eligible for a free 30 minutes one-to-one lesson with one of our teachers. The goal of the trial lesson is to identify the needs of the Customer and to suggest the most appropriate means of progression.
- The School is happy for a single Customer to have a maximum of one lesson at no cost. Any additional trial lessons have to be paid for according to our rates and will be invoiced accordingly
- If both Customer and the teacher are happy with the outcome of the trial lesson, the Customer will be sent some further communication outlining the steps necessary to be admitted to the School.

## 10.2. Sign-up

- After the trial lessons, the Customer may decide to sign up for:
  - A Taster Course (a promotional package of 4 classes at a one-off discounted price);
  - Some classes to be paid upfront; or
  - A full yearly course paid by the 12 equal instalments.

As detailed and defined in condition 5 above, the Customer gets the full experience of School tuition consisting of individual and group classes only if signed up for a full-year course.

**No free group classes are available for any course besides a yearly contract.**

## 10.3. Timetabling

- Once the admission process is completed, the School assigns a permanent weekly slot for any individual lessons required by a Customer. This is agreed upon according to the Customer's availability and free slots available for the relevant instrument.
- The time slot allocated should be mutually convenient. The School, however, cannot guarantee that all the Customer's requests will be fully accommodated.
- Customers who sign up for the yearly course will then be allocated to the group classes they wish to attend. **This is subject to availability only, and the choice of groups is limited**
- To maintain the standard of tuition, the School will make every effort to keep the slot unchanged during the academic year and expects the same effort from the Customer.
- If a Customer is wanting to change their lesson time, the change needs to be discussed with the Admin Team and will be dependent on availability.

## 11. Tuition

### 11.1. Teachers

- All teachers working for the School are highly experienced world-class performers with substantial teaching experience who were carefully selected during the interview process and artistic portfolio assessment procedures.
- All teachers are DBS checked, and the relevant certificates can be presented upon request.
- The School guarantee our teachers will conduct themselves appropriately and professionally. In the unlikely event that the Customer feels that this is not the case, we strongly recommend that the Customer/ parent/guardian inform the teacher of any concerns immediately. If this does not resolve the issue, then the Director of the School should be notified as soon as possible so that further action can be taken
- Any exams, festivals, competitions, or concerts should not be attended without the teacher's consent as it is the teacher's role to assess the Customer level and prepare the Customer accordingly.
- Teachers are not responsible for any extra work outside the lesson time. The only exception to this is communication with Customers/parents/guardians if, for any reason, any urgent matters arrive in between the lessons and cannot be discussed during the lesson time.
- Our teachers are not responsible for providing any teaching materials. Customers/parents should always purchase the materials promptly and in accordance with the teacher's suggestions.

### 11.2. Attendance

- The School cannot offer any refunds for lessons missed within the term dates. We do, however, rearrange up to 1 missed lesson per term and/ or 3 per year subject to availability if 48 hours' notice has been given by Customers on yearly courses. This document's "Timetabling" section provides further guidance on timetabling and lesson times. No refunds to any Customer will be offered in excess of those mentioned above
- There are no refunds/rearrangements issued for Taster Courses.
- In case of lateness, the lesson time will not be extended, and unless exceptional circumstances occur, they are unlikely to start early.
- In case of the teacher's absence, the lessons may be provided by a supply teacher or rearranged to a mutually convenient time.

### 11.3. Standards

- The School requires all Customers to conduct themselves accordingly and appropriately with respect to the teacher and peer learners during a lesson and when on the premises. If this is not the case, the teacher may immediately cease the lesson. In addition, the teacher will discuss the inappropriate behaviour with the Customer and / or their parents. Should the behaviour continue, even though every effort was made to prevent this, the tuition may be suspended, and no refund will be given to the Customer.
- Every effort will be made to provide Customers with the highest quality education possible. However, the School cannot guarantee that this will result in any exam marks or prizes.
- The School welcomes feedback and makes every effort to meet the individual needs of each Customer. However, the teacher may refuse to undertake any actions requested by the Customer/parent/guardian if, in his or her professional opinion, the Customer will not benefit from them. This applies to the repertoire choice, exam and competition, concert entries, teaching methods, and all professional tuition-related matters.
- Due to the nature of instrumental tuition, the goals set up by the teacher should always be achieved by regular practice as recommended by the teacher. Therefore, the chances of success will depend on the teacher's input and the quality and quantity of work done between the lessons by the Customer
- The School strongly emphasizes establishing a professional and appropriate atmosphere between teacher and Customer that encourages honesty and open dialogue. We, therefore, recommend raising all concerns and issues immediately. If for any reason a Customer/parent/guardian feels uncomfortable with any teaching technique employed by the teacher, we recommend discussing this with the teacher/director immediately.

### 11.4. Payments and Termination

- The payments for the ad hoc lessons and one-off blocks are to be made in advance as requested by the Admin Team. Payments must be made by the Customer prior to the first lesson by credit or debit card
- The time- slots are only secured upon receiving payment.
- The tuition can be suspended at any time if instalments payments are missed by the Customer
- The termination notice is needed for the yearly course to discontinue the tuition at School.
  - The School needs to be notified by email and the date of sending the email counts as the start of the termination period.
  - The notice period is stated on the form signed upon enrollment.
  - The notice period invoice is to be paid regardless of the notice period attendance.
  - These Terms and Conditions shall automatically renew for a further period of one year for Customers on an annual contract unless the Customer gives written notice of termination at least 1 month prior to expiration of the existing contract.

## 12. Communications and Complaints

The School will make every effort to keep the Customer/parent informed about the goals and progress made and provide some feedback at regular periods. However, we strongly encourage Customers/parents to regularly communicate with the teacher during lesson time as the nature of lessons is the most efficient way of providing/receiving feedback.

In the unlikely case that School's tuition falls short of aimed standards, the most efficient route to complain is by:

- Contacting your teacher;
- Contacting the Admin Team at [info@tmms.co.uk](mailto:info@tmms.co.uk); or
- Escalation to the Artistic Director

### 13. Exclusion of Liability

The School does not accept liability for loss or damage to Customers' instruments or personal possessions. It is the responsibility of the Customer to arrange appropriate insurance for these items.

### 14. Severance

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms.

If any provision or part provision of the Terms is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

### 15. Third Party Rights

#### **Third party rights.**

Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms.

**Governing law.** Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms shall be governed by and construed in accordance with the law of England and Wales.

**Jurisdiction.** The School and Customer irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

### 16. The Agreement

By making my first payment, I the Customer confirm I read this document in full and discussed any questions I may have had with the teacher or Admin Team before doing so. Furthermore, I accept that these Terms and Conditions will be kept throughout my time studying at School.