



Newcastle School of Drums – Terms and Conditions – January 2023 Update

By taking lessons with Newcastle School of Drums, you agree to adhere to the following terms and conditions. Newcastle School of Drums reserves the right to alter, add and subtract from these terms and conditions at any time, the most up to date terms and conditions can be view on our website www.newcastleschoolofdrums.co.uk, or on request.

These terms and conditions (“the terms”) set out the relationship between Newcastle School of Drums (“the teacher”, “we”, “us”, “our”, “NSOD”) and the person engaging in any of our services (“you”, “your”, “student”, “purchaser”, “parent”, “guardian”, “carer”).

The Terms are divided into the following sections to make it easy to locate the relevant information;

1. Lessons bookings, payments and cancellations.
2. Before, during and after lessons.
3. Use of personal information and media recording.
4. The ‘Cooling off’ period and complaints procedure.

1. Lesson bookings and cancellation policy.

1.1. Each student has a regular slot they attend each week. Lessons are billed rolling monthly in advance (sent via email address provided) and all lessons must be paid for via BACS transfer before the date of the first scheduled lesson of that month, which is the due date given to you on each invoice (payment details can be found on the bottom of each invoice you receive), we do not accept any payments in cash or any other payment form.

1.2. Bookings of lessons are only confirmed once payment has been received and we reserve the right to decline bookings.

1.3. Payments for lessons are non refundable, unless we are on our part unable to deliver a lesson for whatever reason. If a teacher can no longer make an agreed lesson date, you will either be refunded within 14 days or the fee can be taken off the next months invoice.

1.4. We reserve the right to refuse tuition and lesson payments that are regularly made late will be turned away.

1.5. There is a 48-hour cancellation policy in place, any lessons cancelled by the student / guardian / carer within 48 hours of the lesson start time for **any** reason will not be refunded or rescheduled.

1.6. Failure to attend a lesson means that they will not be refunded / rescheduled.

1.7. We regret that we are unable to consider adverse conditions local to yourselves that may prevent you from attending a scheduled lesson.

1.8. If you wish to cancel a lesson before the 48 hour period you can do so in **writing** by messaging 07860778294 or emailing info@newcastleschoolofdrums.co.uk, this can be rescheduled (subject to availability) or instead rolled over to the following month and the fee taken off the next months invoice.

1.9. Lessons cancellations will not be accepted by aural exchanges, digital communications i.e. text or email, leave a digital time print to protect both parties.

1.10. Students who cancel an average of more than 1 lesson a month will no longer have a regular weekly slot; they can instead book one off lessons in slots that are free, subject to availability.

1.11. Slots will not be kept for students who are away for long periods of time, unless the slot is paid for in their absence.

1.12. If you wish to no longer have lessons with NSOD, you must give 14 days notice in writing to (the contact details in 1.8.), failure to do so will mean any due invoice will still be payable.

1.13. If your method of payment is to use a gift voucher, all of the same terms and conditions apply.

1.14. Payments must be made via BACS to the bank details on the invoice using the students' full name as a reference, we cannot be responsible for fees that are sent elsewhere in error and the full amount will still be payable.

2. During lessons

2.1. During our Studio's opening hours, students arriving early may wait in the waiting area before their lesson. If the shutter is down and front door is locked, please wait until your lesson start time before attempting to contact us.

2.2. If you arrive late for your lesson for any reason, your lesson will end at the original scheduled time.

2.3. Students may wait to be collected in the waiting area after their lesson has finished provided it is within the Studio's opening hours. Any late collection over 15 minutes will be chargeable at our usual lesson rate.

2.4. NSOD is not responsible for students outside of their booked lesson times, if we are in the building 99% of the time this is because we are engaged in teaching. It is the parent, guardian or carer's responsibility to make sure that they collect their child on time.

2.5. Any careless damage (not normal wear and tear) to any of NSOD's equipment or property is chargeable to the person causing the damage, or guardian should the damage be caused by someone under the age of 18. Lessons may be ended early, with the full fee still being retained if the student is thought to be abusing or mistreating NSOD's property or equipment.

2.6. Student / Guardians are responsible for the purchase and payment of additional accessories such as drum sticks as well as grade books, graded examination entries etc.

2.7. You are responsible for your own / your child's hearing protection which we highly recommend using at all times when in the teaching rooms. Drums can reach as loud as 130 dB (decibels), which is more than enough to cause damage to hearing. We often have disposable earplugs available, but we highly recommend anyone entering the teaching rooms to purchase their own, which we can happily suggest upon request. We are not responsible should these run out.

2.8. You are aware that CCTV is recording 24/7 in the car park, reception area and corridors for security reasons, video and audio recording is in use during teaching hours for both security and safeguarding purposes.

2.9. NSOD is not responsible for any loss of personal items while on the premises.

2.10 Vehicles & contents are left on our property at the owner's risk and NSOD is not responsible for any damage or loss, although CCTV is in operation at all times on the premises.

3. Use of your personal information and media.

3.1. Your personal information will be stored on our database and you will be automatically added to our marketing emails where you can receive details about upcoming workshops, events and showcases. If you don't wish to be part of these emails you will be able to unsubscribe at any time by clicking unsubscribe at the bottom of the email, or by asking us to remove you. Under no circumstances do we rent, trade or distribute your address or e-mail address with any other company or organisation.

3.2. Our privacy policy can be viewed on our website or a paper copy can be requested for more details.

3.3. Occasionally it is necessary / helpful to film or photograph students, either as part of a graded performance, help monitor progress or assess performance. By having lessons with us you agree to this. It is the responsibility of the parent, guardian, carer or student to inform us if they don't wish the student to be filmed or photographed.

3.4. All videos and photos remain the property of NSOD and may be used for promotional and marketing purposes.

3.5. You understand that you are welcome to receive a copy on request.

3.6. You may ask for removal of any images / videos from our website or social media at any time.

4. 'Cooling off' Period

4.1. If you are a new client making a payment for the first time you have legal right to cancel this agreement if you change your mind with 14 days of your first lesson. This means that during that cooling off period, if the student / guardian / carer changes their mind, or decides for any other reason that he/she/they does not want to receive the lesson(s), the student can notify NSOD of their decision to cancel the agreement and receive a refund for any

lessons paid for, but not yet received. After the 14 days the conditions above will prevail.

4.2. The student's cooling off period starts from the date of the first scheduled lesson. To cancel the agreement the student must inform NSOD of their decision by a clear statement via email to info@newcastleschoolofdrums.co.uk or text message to 07860778294.

4.3. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cooling off period has expired.

4.4. We will make reimbursement no later than 14 days after the day which we are informed about your decision to cancel this contact, provided you have provided us with bank details in order to do so.

4.5. No refunds will be given after 14 days for any reason.

4.6. Complaints must be made in writing by either text or email and must be within 14 days of the scenario in which you wish to complain, we are unable to respond to complaints from more than 14 days ago.

4.7 NSOD reserves all rights to amend any clauses stipulated in this agreement, including but not limited to – addition/removal of any clause, fees adjustments, as it deems fit.

4.8. All decisions made by The School are final in case of disputes.