

# Barking Churches Music Academy

## Terms, Conditions & Information



Please read through all of the information below carefully and keep it for your records.

These are the terms agreed by you, “the Student” (or you, “the Parent/Guardian” in cases where the Student has not yet attained the age of 16 years). A person is considered registered when the **Barking Churches Music Academy (BCMA)** receives a complete, signed and dated registration form; either a hard copy or a copy via email/online registration. A registered person is deemed a **Student** when the **BCMA** confirms that a place is available and this place is accepted by you. The minimum age required to become a student is 5 years old.

The below information also contains **our**, “the **BCMA’s**” obligations to you upon your registration and **our** rights; to which you must agree.

### 1. Fees & Payment

- (a) The fee for each hourly group lesson is £7.00. ‘Lessons’ are defined in Clause 2; where further details are set out.
- (b) Lesson length varies between 30 minutes and 1 hour. See Clause 2 for details in your chosen instrument.
- (c) When you pay for lessons, you will receive a receipt as proof of payment.
- (d) We accept payments by cheque or by cash. Please make cheques payable to, “Barking Churches Musical Academy”.
- (e) We will generally ask you pay for at least five lessons at a time (£35.00) which we will hold on account for you. However, we understand that this is not possible for all students and if this is too much money to pay at once, please speak with the manager and we will try to find you a more suitable arrangement.
- (f) As we charge less than half the going rate for tuition, we cannot refund you for lessons missed due to holidays, illness, forgetfulness or being unaware that a lesson is on. All lessons are clearly shown on the Term Times sheet, and on our website, and missing one for any reason will still result in you being charged the full amount for that lesson. You are paying for a membership at the Barking Churches Music Academy. We do not operate a ‘Pay as you Go’ system.
- (g) You are not charged for any cancelled lessons. See Clause 2(d)(ii) below.

### 2. Lessons

- (a) Guitar:
  - (i) The advanced/intermediates’ class starts at 10:00am and finishes at 11:00am; the beginners’ class starts at 11:00am and finishes 12:00pm. This is non-negotiable as the format of the lesson require the students to be of similar ability. Therefore, once the tutor determines that a student is of a certain ability, that student will be allocated an ability-based timeslot in one of the aforementioned classes.
  - (ii) If a student is unable to make their allocated timeslot; you can put in a request to move to the other class but this decision will be ultimately made at the discretion of the guitar tutor.
  - (iii) We reserve the right to combine these two classes into one class starting at 10:30am and finishing at 11:30am, provided that we give students more than 6 days’ notice, whilst maintaining our right to full payment as set out in Clause 1 above.
  - (iv) Classes are generally capped at 6 students per class but we reserve the right to raise this number to a maximum of 8 students per class, without informing existing students of this change, whilst maintaining our right to full payment as set out in Clause 1 above. (This clause is present for our financial protection should the number of guitar students fall so that running two guitar classes is no longer considered financially viable. Should this situation arise, Clause 2(a)(iii) above will become active in conjunction with this Clause to enable us run one guitar class every week with maximum of 8 students in that class. We also reserve the right to use this Clause independently of Clause 2(a)(iii) above if deemed appropriate or necessary by us.
- (b) Keyboard/Piano:
  - (i) Keyboard lessons operate with a ‘one-to-one’ style of teaching within a group setting. This enables us to allocate times to students on the bases of mutual convenience to students and to the BCMA. The first class starts at 10:00am and finishes at 11:00am; the second class starts at 11:00am and finishes 12:00pm. Students who request a specific timeslot will have lesson times allocated to them on a ‘first-come, first-served’ basis.
  - (ii) We reserve the right to combine the two keyboard classes into one class starting at 10:30am and finishing at 11:30am, provided that we give students more than 6 days’ notice, whilst maintaining our right to full payment as set out in Clause 1 above.
  - (iii) Keyboard lessons are capped at a maximum of 6 students per lesson.

(c) Drums:

- (i) Drums' lessons are capped at 3 students per lesson.
- (ii) We offer between 1 and 3 drums' lessons for every week which we are open between 10am and 12pm.
- (iii) Drums' lessons are charged in the following way (we pledge to offer you the cheapest option available):  
*Where 1 student is registered for a private lesson, they will be charged at a rate of £10.00 per 30 minutes' tuition.*  
*Where 2 students are registered for a group lesson, they are each charged at a rate of £7.50 per 45 minutes' tuition.*  
*Where 3 students are registered for a group lesson, they are each charged at a rate of £7.00 per hour's tuition.*  
 We will offer you the cheapest option available at the time of your registration.
- (iv) The cheapest option will vary based upon how many students are currently registered with us and is subject to change during the course of a term. If you register into a group tuition lesson and other students subsequently unregister, your lesson criteria will have changed; beyond the control of you and of the BCMA. You will therefore have the choice to reduce the length of your lesson or increase the cost of your lesson so that your lesson conforms with the above criteria set out in Clause 2(c)(iv). After you are informed of the fact that this Clause has become active, you will become eligible for two lessons at the same length and cost as you previously agreed. After that, you are obliged to let us have your decision.

(d) Other:

- (i) Private tuition fees and lessons need to be evaluated on a case-by-case basis. Therefore we reserve the right to not set fees out for private tuition; the only exception of which being drums' lessons as set out in Clause 2(c)(iii).
- (ii) A lesson is deemed 'cancelled' when it does not take place despite the date and time of that lesson being listed on either on our website or Term Times Sheet. (You can request Term Times sheets from the manager or download them from our website). Any other form of communicating dates (including digital/electronic communications with the manager or with tutors) will cause the dates to be considered as 'unconfirmed' by the BCMA and you will be liable for payment of that lesson. Cancelled lessons may be 'made-up' on Week 11 of the term (which is not always listed). If this is your wish after having a lesson cancelled, verbal confirmation of your attendance and payment will be taken on Week 10 (the last week of the standard term) and this will be binding. After this, you will become liable to pay for that lesson on Week 11 if your ledger balance is insufficient to cover the cost. ('Week 11' is used to enable us to offer students all 10 lessons of a term in the event of a cancellation.)

**3. BCMA's Academic Terms Timetable**

- (a) There are 10 lessons in a term and 3 terms in a year; making 30 lessons per each academic year. We follow the academic calendar and will therefore have half term and end of term breaks. There will be occasional discrepancies between our term time and school term time so ensure that you see the Term Times for more details.
- (b) 'Week 11' is used as a contingency to make-up cancelled lessons and is better defined above in Clause 2(d)(ii).
- (c) We reserve the right to make changes to these term times throughout the year. Changes will be viewable on our website and students in attendance will be informed in person before or after lesson of any changes in the upcoming two weeks. In a similar way, students will be reminded when it is half term and the end of term.
- (d) Students and parents/guardians are responsible for knowing when terms start and end, and when we are on breaks. Although the manager and the tutors will always remind students and parents in person and by electronic communication, it is not the responsibility of the BCMA to ensure that lessons are not forgotten, but the responsibility of the student, parent or guardian.
- (e) Changes to term dates do not relieve you of your obligation to pay for all lessons that you would otherwise have been obligated to pay, provided that we have given you at least 12 days' notice via verbal or electronic communication or that the changes have been live on our website for 14 days prior to the first, upcoming, changed lesson date.

**4. Lateness & Attendance**

- (a) If you have not arrived for your lesson by the time that you would have been ten minutes late, we will try to contact you by phone call, text or email.
- (b) If your lesson was due to finish before 11:00am, you may still be able to have a lesson from 11:00am to 12:00pm as a one-off if you are running very late or have forgotten about your lesson. The BCMA aims to be reasonable and understands that mistakes do happen but if you cannot make an available lesson, you will be charged the full amount to cover the cost of your lesson as previously mentioned.
- (c) If you miss five consecutive lessons, you may be removed from the register (see Clause 5 below) and will have to re-register should you wish have lessons with us again.

**5. Registering, Unregistering & Quality of Service**

- (a) The information that you give us upon registration will be placed onto a digital database and used confidentially for registration and accounting purposes.
- (b) Your registration acts as a signed confirmation that you have read, understood and agreed to all of the terms and conditions mentioned within this document.
- (c) Registration is not confirmation of membership. The student's membership will be confirmed in response to your registration if there are suitable places available for the student.
- (d) We operate a zero discrimination policy; with the exception of the minimum student age of 5 years.
- (e) If you wish to cancel your membership to the academy, you can do so by using the website, email, text, letter or by speaking with the manager at the academy directly. Free cancellation of membership can only occur before a term starts, at the end of the term or after 5 weeks/lessons. If you wish to cancel at any other time you will still be charged up to £28.00 for the lessons you will miss. This is to cover our costs either up the half term break or to the end of the term. To ensure that you are not charged, please cancel your membership at the suggested times; should you wish to do so.
- (f) A student is only deemed 'Unregistered' when the BCMA gives the student, parent or guardian confirmation of the receipt of that request and replies stating that the student has been removed from the register.
- (g) We reserve the right to remove students from our registers if attendance has been below 50% in the previous term. Students/parents will be informed of this decision and given the opportunity of 2 weeks to assure us that attendance will be higher than 50% next term before the deregistration is official.
- (h) After deregistration has occurred, a new registration form will need to be completed if a student wishes to return to lessons.
- (i) We reserve the right to not offer places to students who have been unregistered due to poor attendance and/or had outstanding payments owed to us for a period of 5 weeks or more during their prior membership.
- (j) Please understand that 30 minutes to an hour's tuition a week will not be enough on its own to see any real progress in musical ability. Regular practice is paramount to achieving success in any chosen instrument. Students/parents must speak with their tutor to find out how much practice is required each week and where to find reasonably priced instruments.
- (k) We cannot be held responsible for the rate of learning of students as each student will learn at different rate. If you are unhappy with the service provided, please speak with the manager if you are a parent and speak with your tutor if you are a student.