TERMS AND CONDITIONS FOR TUITION AT ROCKEAST DRUM SCHOOL

As of September 2022 The following Terms and Conditions apply to all lesson agreements made between RockEast Drum School (“RDS”) and its students and the parents / carers of its students (“the student”) and includes references to the RockEast Drum School’s Programme students.

The Terms and Conditions described below may seem relatively strict but have been discussed at length with industry professionals with the endeavour of making them as fair as possible for both client and provider. As RDS functions with minimal margins, such lines in the sand have had to be drawn and are not a reflection of how brilliant the majority of RDS Families are. They are a reflection of the small margin of people that have taken advantage and never paid for services rendered that jeopardise the livelihood of our tutors and the school. We try to approach each individual case in good faith with an open ear and we hope that you will also approach us in the same manner. There will be times that the terms and conditions are more in favour of RDS but there are also other times that they are more in favour of the student/caregiver.

1. Term Dates

1a. Teaching weeks at RDS roughly adhere to the Suffolk County Council School Terms. However, there are occasional differences and our term dates are sent out or advertised on our Social media before every term begins.

1b. At all times it is the responsibility of the student/caregiver to be aware of the first and last dates of term at RDS.

2. Communications

2a. All correspondence is sent out to the student / caregiver by email or text. If this causes a problem, please let RDS know.

2b. It is the responsibility of the student to make RDS aware of any changes to their contact details. RDS will not be held responsible for any missed communications, late / overdue payments, missed lessons, etc. if this is due to incorrect contact information.

3. Timetabling of Lessons

3a. The student will be informed of the lesson day, time and the date of their first lesson before their teaching commences, either by phone, in person or by email. RDS will aim to confirm all the lesson details by email, but does not guarantee that this will be the case if it deems sufficient confirmation has been provided by other means.

3b. Face to face lessons - if the agreed lesson times or days need to be changed, the student will be contacted as far in advance as possible and alternative arrangements will be made to continue the lessons at times and days that suit the student and RDS.

4. Absences

4a. 1 to 1 lessons –

4.a.i. If the student is unable to attend a lesson please let RDS know at the earliest time possible by email to absences@rockeastdrumschool.co.uk. Emails and Absence forms will be passed on to the relevant tutor(s) - you are welcome to make direct contact with the tutors as well if you choose to.

4.a.ii. Any lesson that cannot be attended face to face will be covered by a personal video lesson via Lesson Mate and emailed to your primary email address.

4.a.iii. If you know in advance of the invoicing date that you cannot make a lesson due to holidays, school trips, dentist appointments etc, the lesson will be deducted from your invoice. A maximum of 2 lessons per half term can be deducted to preserve your lesson slot. Any further missed lessons will be covered by Lesson Mate.

4.a.vi. It is only by managerial discretion that invoices are adjusted.

4b. Group and School Programme lessons –

4.b.i. No catch-up lessons or credits will be provided for an individual's absence from a School Programme / group lesson / band class / or any other group-based tuition activity.

4.b.ii. Where the entire group is absent we will endeavour to provide a replacement/catch-up lesson later that term, if we are unable to do this, we may choose instead to adjust the following terms invoice or give a refund where applicable.

4.b.iii. Where a RockEast tutor is not able to teach, due to illness or a vehicle / mechanical failure, RDS will arrange for the missed lessons to be caught up at a time that suits the affected school.

4c. Tutor Absences –

4.c.i. If the student's tutor is unavailable to teach, RDS will attempt to arrange a cover tutor and give you as much notice as possible.

4.c.ii. If this is not possible, the student’s normal tutor will arrange catch up lessons with the student as stipulated in 4.a.iii. 4.c.iii. A tutor’s absence is not counted as one of the two explained absences per term but as an additional replacement/catch up lesson owed.

4d. Unavoidable cancellations –

4.d.i. If RDS cancels any lessons due to events out of its control, customer credit may be given at the discretion of RDS management.

4e. Ongoing absences –

4.e.i. If a student will be absent for more than three weeks due to medical reasons, a credit may be given, at the discretion of RDS management.

5. Duration of the Lesson Agreement - ongoing

5a. The lesson agreement between RDS and the student is a rolling agreement that continues into each new term and new year.

5b. The students are emailed their invoices towards the end of each term in respect of the following term’s lessons, until a cancellation notice is received, as discussed below.

6. Cancelling the Lesson Agreement – the must student opt out of the Lesson Agreement with RDS

6a. If the student wishes to cancel the lesson agreement with RDS, written notice must be received by RDS Management at least two weeks prior to the intended last lesson. Any lessons remaining after the end date will be credited to the student's account if payment has already been made.

6b. Verbal notice given to the tutor will not be acted upon and is not considered sufficient unless confirmed in writing to RDS by the student/caregiver.

6c. If the student is unable to give two weeks’ notice, they will be charged a late notice fee equivalent to two weeks of lessons (or if only one week’s notice is given, a late notice fee equivalent to the cost of one week’s lessons will be charged).

6d. Exceptions on medical grounds may be made to this as decided by RDS management.

6e. No refund or credit will be given for any cancellations part way through a fixed length programme (such as an Introduction to Music course).

6f. If RDS has to cancel a lesson agreement it will endeavour to give two weeks’ notice to the student. Any lessons remaining after the lessons’ end date will be credited to the student's account if payment has already been made.

6g. If, in exceptional circumstances, RDS has to cancel the student's lesson due to damage of RDS property or harassment of RDS staff by the student, this may be done with no notice and no credit or refund for any outstanding lessons.

7. Payments

7a. All payments should be made via BACS to the account stated on the invoice.

7b. Card and contactless payments can be made in person at the school but will be subject to a 1.75% additional charge. Card payments must be made before commencement of the first lesson being paid for.

7c. CHEQUE payments can be made but cheques must be cleared before commencement of the first lesson being paid for.

7d. CASH payments may be made in person – but are discouraged for the safety of our students, tutors and admin team.

8. Tuition Fees and Accounting

8a. Only Dirk Forsdyke and admin staff can accept payments. No other tutors can accept payments in any form under any circumstances.

8b. RDS starts following up term fees with an assumption of good faith that it is an unintentional mistake.

8c. The student will be billed for each future term in full towards the end of the preceding term. Billing terms are based on half terms (usually between 5 and 7 weeks) which roughly adhere to Suffolk County Council school term dates.

8d. Full payment must be received before the new term starts, unless an agreed instalment plan has been put into place.

8e. Please use the name of the student and the invoice number (found at the top of the RDS invoice) as a payment reference.

8f. RDS prefers online / Internet banking payments.

8g. New students will receive an invoice when their enrolment is processed.

8h. If the student commences lessons part way through a term, the remainder of that term will be billed in full and payment must be received within one week of the invoice being issued.

8i. Installment payments are not to be confused with a “payment for lessons” arrangement. The full invoiced fee is due.

8j. A discount of 15% will be applied to all lessons where three or more lessons / activities are attached to a single family record on the RDS database. This discount will not be applied retrospectively for any lessons already billed.

8k. Penalties for late payments will be applied as per the below.

9. Penalties

9a. Overdue accounts can accrue penalties of £20 when overdue for 28 days and £10 for every following 14 day period.

9.a.i. LATE PAYMENT Penalties will be added to accounts that are 28 days in a arrears. If the account remains overdue, further penalties will be added every 14 days.

9.a.ii. Late Penalty charges are made up of two parts - £10 late fee and £10 administration cost.

9.a.iii. Dishonoured Internet Payments – the student’s account will be debited with a £10 fee if any online payment is annulled.

9.a.iv. Dishonoured Cheque Payments - the student’s account will be debited with a £10 fee if any cheque payment is annulled.

9.a.v. The student/caregiver is responsible for any and all charges that their bank may levy for rejecting any payment to RDS.

9b. RDS does reserve the right to temporarily and fully suspend students from lessons with unpaid term fees during term time. A temporary suspension means that RDS will keep the lesson timeslot available for the student in the hopes that payment will be made. A full suspension means that RDS has the right to fill the students lesson time slot with another student from the waitlist.

9c. Debt Collection details.

9.c.i. Payments more than 30 days in arrears may be handed over to a debt collection agency

9.c.ii. RDS will attempt numerous contacts prior to resorting to this unfortunate measure.

9.c.iii. All costs incurred for sending an account for debt collection are added to the student’s outstanding balance.

10. Photography & Filming

10a. RDS may use film or still photographs of students for appropriate promotional purposes. A photo and video consent form is issued to you at the time of registration and you must inform RDS via the form if you do not allow the use of such images.

11. Changes to the Terms and Conditions

11a. The Terms and Conditions described above are agreed to upon enrollment and may be changed at any point by RDS without providing notice to the student. A copy of the Terms and Conditions will always be available on our website and may be emailed to the student on request. Contact Details For all general enquiries E: admin@rockeastdrumschool.co.uk For all absence notifications E: absences@rockeastdrumschool.co.uk For all resources queries - workbooks/instrument purchase and any other enquiries E: admin@rockeastdrumschool.co.uk

To find us on facebook F: Facebook.com/drumlessonsstowmarket

To call: 07899018097 (available during office hours only) Unit 5a Tomo Business Park, Tomo Road, Stowmarket. IP14 5EP