



## TERMS AND CONDITIONS FOR MUSIC SCHOOL TUITION (2020)

The following Terms and Conditions apply to all lesson agreements made between Ethos Sound Music School ("ESMS") and its students and the parents / carers of its students ("the customer") and includes references to the Ethos Sound - Schools Program students.

The Terms and Conditions described have been discussed at length amongst the Ethos Sound leadership team with the endeavor of making them as fair as possible for both client and provider. As Ethos Sound is a social enterprise that functions with minimal margins, such lines in the sand have had to be drawn and are not a reflection of how awesome the majority of Ethos Sound Families are. They are a reflection of the small margin of people that have taken advantage and never paid for services rendered that jeopardize the livelihood of our tutors and managers.

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 favor of Ethos Sound but there are also other times that they are more in favor of the student/caregiver.

### **1. Lesson Payment Policy**

1a. The first 4-week session of lessons will be *prepaid at the beginning of the first lesson.*

1b. All subsequent private 4-week sessions must be prepaid on the 4th lesson to reserve a student's lesson time for the next 4-week session.

1c. For your convenience, we accept major credit and debit cards, or personal checks. We would prefer payment through an automatic deduction set up through your credit or debit card. Invoices will be supplied on the 4th lesson when payment is due.

1d. If payment has NOT been received on the 4th lesson for the next 4-week session, we cannot continue to reserve your lesson space and time. Your next payment on the 4th lesson confirms that you plan to continue with your next 4-week session.

1e. Payments and lesson sessions will be renewed every 4-weeks and continue until you have notified us that your plan to discontinue lessons. Please notify the desk if you plan to discontinue lessons.

## **2. Communications**

2a. All correspondence is sent out to the student by email. If this causes a problem, please let us know.

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

2c. Due to the complexity of our student roll, most of our communication is done via bulk delivery services e.g. mail merge, therefore there is a level of potential error associated with this. If you notice something incorrect e.g. lesson details or account details, it is not meant offensively. In these cases, please let us know via email to [ethossoundmusicschool@gmail.com](mailto:ethossoundmusicschool@gmail.com) so we can rectify the situation as soon as possible.

2d. We understand the importance of taking all necessary health precautions, provided by the CDC, in order to prevent COVID-19 health complications. As we open our facility to the public, and are confident that our instructors are not feeling ill. *We communicate the importance of health and practicing good hygiene during this 2020 pandemic situation. Our new policy is that we require face masks for all lessons and recording*

*studio sessions.* If you don't have a face mask, we can provide a single use mask to you for your lesson. We trust that you follow our guidelines and social distancing rules in preventing any health complications. ESMS is taking all necessary precautions to disinfect all surfaces and instruments prior to and after every lesson. *We require both instructors and students to sanitize their hands prior to and after every lesson.* An instructor is not allowed to teach if they are feeling ill. *We ask that the student/guardian follows our guidelines and notifies us in the case that you are feeling ill, to protect the well being of every single person at the music school. By signing up, you have consented to the terms of our health policy including the use of face masks, sanitation, and possible use of non-invasive thermometers.* Ethos Sound Music School is glad to offer online courses for anyone who is hesitant due to the pandemic situation.

### **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. Ethos Sound will aim to confirm all the lesson details by email, text, or call but does not guarantee that this will be the case if it deems sufficient confirmation has been provided by other means.

3b. Site-based 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 Ethos Sound Music School.

3c. School-based / School Program lessons – 3.c.i. If the agreed lesson day needs to be changed, the student will be contacted as far in advance as possible and alternative arrangements will be made with the school and the student for a suitable new lesson time. 3.c.ii. If the agreed School Program lesson time needs to change to a new time, on the same day of the week and within school hours, the customer will not be informed in advance and the student will instead be collected at the new time by the tutor. 3.c.iii. In order for students not to miss the same classroom lessons/ activity each week, Ethos Sound Music School offers a rotating timetable to

suit the school and the students. 3.c.iv. Students scheduled for lessons on a rotating timetable will be given the details of the varying lesson times, as will the tutors and the school, so that attendance at the School Program lessons is not impacted adversely.

#### **4. Missed Lessons & Cancellation Policy**

*Consistency, continuity, and a commitment from the students are important to Ethos Sound Music School. In order to insure our high standards and provide our customers with professional instructors, we request that you adhere to the following policies.*

*This Lesson Tuition Contract is continuous, and is rolled over a 4-week payment plan. Payments and schedules for lessons do NOT stop until the customer has notified Ethos Sound Music School that they wish to discontinue lessons.*

*We have a NO CREDIT policy for missed or cancelled lessons. The 4-week tuition pays for the teacher's time, preparation and studio space reserved in advance. Please honor the time + day you have scheduled.*

Ethos Sound Music School understands that emergencies will happen. Make-Ups are ONLY scheduled for EXTREME EMERGENCIES such as illness, and ONLY IF there is prior notice of the cancellation (24 hours in advance). The teachers schedules are very full and MAKE-UPS cannot be scheduled for a missed lesson when we have not received prior notice. The missed lesson is a PAID lesson, when the student does not show up. This is still paid for the reason that the teacher has made a time commitment to preparation for the student's anticipated lesson. The music school staff will have also made a time commitment to preparing the space in advance. There are NO GUARANTEES that a make-up lesson can be scheduled if the teacher is booked. The customer/student will be granted a time frame of 4 weeks to call our desk or email us to schedule a make-up lesson during another day and time with the same teacher. If after 4 weeks, there was no open time available, then the lesson cancelled by the customer is a paid lesson. A cancelled or missed make-up lesson cannot be made up.

Emergency make-up lessons may only be scheduled once every 6-week session. More than one cancelled lesson per 4-week session cannot be made up, but will be a paid missed lesson.

Group class lessons cannot schedule any make-up lessons due to the group environment.

If the teacher is unable to attend a scheduled lesson, the student will be notified and that lesson will be made up or applied to the next 4-week session.

As a courtesy to our music school and studio, please notify of any lesson cancellations. The customer should also notify the studio before the 4th lesson of a session if the student plans to discontinue lessons.

## **5. Duration of the Lesson Agreement**

5a. The lesson agreement between ESMS and the student is a rolling agreement that continues into each new term and new year unless written cancellation is received.

5b. The customers 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 customer must opt out of the Lesson Agreement with ESMS**

6a. If the customer wishes to cancel the lesson agreement with ESMS, written notice must be received by ESMS Management at least two weeks prior to the intended last lesson. Any lessons remaining after the end date will be credited to the customer'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 ESMS main office by the customer.

6c. If the customer is unable to give two weeks' notice, they will be charged a late notice fee equivalent to two weeks of lessons.

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

6e. No refund or credit will be given for any cancellations part way through a term for the Intro to Music Program in schools. 6f. If ESMS has to cancel a lesson agreement it will endeavour to give two weeks' notice to the customer. Any lessons remaining after the lessons' end date will be credited to the customer's account if payment has already been made. 6g. If, in exceptional circumstances, ESMS has to cancel the student's lesson due to damage of ESMS property or harassment of ESMS staff by the student, this may be done with no notice.

**7. Payments at ESMS Davie Office** – Please note, the office is not always staffed, so please check in advance to ensure payments can be accepted.

7a. An Square Register machine is available for processing VISA, AMEX, MasterCard, Google Pay, Apple Pay payments. 7b. CREDIT CARD details can be phoned through to our office or email us and ESMS will contact you. 7c. *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. ESMS tutors CANNOT accept payments in any form at schools. 8b. ESMS starts following up term fees with an assumption of good faith that it is an unintentional mistake. 8c. The customer will be billed for each future term in full in advance towards the end of the preceding term. 8d. Full payment must be received before the new term starts, unless an agreed instalment plan has been put into place via our secure payment platform. 8e. ESMS prefers online / Internet banking payments. 8f. ESMS's bank details are – Account number – 502253872. Please use the surname of the guardian that is the main point of contact with us and the invoice number (found at the top of the ESMS invoice) as a reference. 8g. New students will receive an invoice when their enrollment 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 or an Instalment plan needs to be agreed, within one week of the invoice being issued. 8i. Upon enrollment, a student or guardian/caregiver of student will be set up with a Customer Portal log on. All Term fee invoices, payments and lesson details

are accessible there. 8j. Payments per lesson (weekly payments) are not acceptable (unless a payment plan has already been set up) as the full invoiced fee is payable by the due date on the invoice. 8k. Weekly, fortnightly or monthly plans covering the full amount of the invoice can be set up via the payment portal. A list of dates of when the debit is likely to take place will be sent to you before the term in question, so any changes to it must be requested then. 8l. Debits will change each term as they are related to the full-term fee which is based on the number of lessons – i.e. If there are 10 payments spread across an 11-week term – debits will be more than individual lesson costs and debits will be less than an individual lesson if they are spread for a 9 week term. 8m. Fees associated with payment plans.. 8.m.iii. There is a \$21.90 dishonor fee for if an installment is unable to be debited on the appointed day. Again this is charged directly by the payment company not by ESMS. 8.m.iv. Visa/Mastercard fee (if you set this using a credit card instead of a bank account) : 2.48% 8n. 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 ESMS database. This discount will not be applied retrospectively for any lessons already billed. 8o. Penalties for late payments will be applied as per the below.

## **9. Penalties**

9a. Overdue accounts can accrue penalties of \$30 when overdue for 28 days and \$15 for every following 14 day period. 9.a.i. LATE PAYMENT Penalties will be added to accounts that are 28 days in 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 \$20 administration cost. 9.a.iii. The student is responsible for any and all charges that their bank may levy for rejecting any payment to ESMS. 9b. ESMS does reserve the right to fully suspend students from lessons with unpaid term fees during term time. A full suspension means that ESMS 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 60 days in arrear may be handed over to debt collection. 9.c.ii. ESMS 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. ESMS owns and reserves the right to use any film/media/still photographs of students for appropriate promotional purposes in the United States, this also includes for use in Social Media. 12b. You (or your parents if you are under 18 years of age) must inform ESMS in writing at any time if you will not allow the use of such images.

### **11. Family Safety Plan - Security**

ESMS has security cameras in all rooms for the safety of our students. At Ethos Sound Music School, we strongly believe that parents should have peace of mind when it comes to the safety of their child and always have the peace of mind that the music lesson experience is going to be very rewarding and a lot of fun!

Our guarantee features:

- Office Staff is present during all lessons.
- Security cameras in all lesson rooms.
- A security monitor is available to lesson room observation in the waiting area.
- Full glass doors for observation into any of our lesson rooms.
- We have an open-door policy welcoming parents to sit in on lessons.
- Extensive background checks are required for all teachers and staff.

### **12. 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 ESMS 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:**

[ethossoundmusicschool@gmail.com](mailto:ethossoundmusicschool@gmail.com)