



MUSIC LEARNING COLLECTIVE

Terms and Conditions Relating to the Provision of Music Lessons

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About the Music Learning Collective (MLC)

Since opening our doors in 2007, we have helped thousands of people to realise their potential throughout the UK, France and Italy.

As a centre of excellence, our student-centred approach supports creative and individual growth to enable each and every student to unleash their potential, regardless of age and ability. Our connections and affiliations with industry leading organisations creates pathways to further and higher education, alongside professional performance opportunities throughout the year, all guided by our team of expert and highly qualified teachers.

Our partnership with Abbey Road Music provides specialist advice and support, together with discounts and access to all of the equipment and tools that Students will need on their journey to becoming a musician.

Mission Statement

“We are an inclusive, community-based centre of excellence for aspiring musicians of all ages and abilities” - Paul Hose, CEO

Issue and Review

The date of issue of these Terms & Conditions is 20th March 2020 and will be reviewed annually by MLC.

MLC Terms and Conditions Relating to the Provision of Music Lessons

This agreement between MLC Group Limited t/a MLC Nottingham, West Bridgford, Loughborough and Leicester, the teaching service provider (TSP) Registered in England & Wales Company No. 11987437. Registered office: 66 Outram Street, Sutton-in-Ashfield, Nottinghamshire, NG17 4FS who may be contacted on 0115 846 0524 and office@mlc-academy.com and you, the Student/Parent/Guardian and the parent/guardian/Student/Parent/Guardian if over 18 details of which were provided at the point of registration for the TSP to provide music lessons and music courses (Lessons) to the Student/Parent/Guardian.

Commencement of the Lessons will be confirmed by email and thereafter at a regular time, day and location (including when necessary or when chosen, provision online) as mutually agreed between the Student/Parent/Guardian and the TSP. Each Lesson and/or Course is to have a mutually agreed duration and the fees will have been explained to you and agreed by you before any commencement of Lessons and/or Courses. Fees are payable in full prior to the service being provided.

1. Fees

Fees are subject to annual review. Where fees are increased as a result of such a review, the TSP shall endeavour to give the Student/Parent/Guardian at least one month's notice of such increase. The Student/Parent/Guardian shall have the right to terminate this agreement immediately in accordance with the aforementioned cancellation policy.

2. Missed Lessons

Any Lesson missed by the Student/Parent/Guardian shall be paid for unless otherwise agreed with the TSP. If the TSP is unavailable to give any scheduled Lesson, the lesson will be carried forward to another date. If this is not possible, any fees already paid will be used to pay for a future lesson.

3. Additional Lessons

Extra Lessons may be scheduled during holiday periods or at any other time by mutual agreement and at a cost mutually agreed between the Student/Parent/Guardian and the TSP.

4. Cooling-off Period

- a. The Student/Parent/Guardian has a legal right to cancel this agreement under the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 during the "cooling off period" set out in 4(c) below. This means that during that cooling off period, if the Student/Parent/Guardian changes his/her mind or decides for any other reason that he/she does not want to receive the Lessons; the Student/Parent/Guardian can notify the TSP of his/her decision to cancel the agreement.
- b. The Student/Parent/Guardian's cooling off period starts from the date that you registered for Lessons/Courses at MLC and ends 14 days later. To cancel the agreement within the Cooling-off Period, the Student/Parent/Guardian should let the TSP know that he/she has decided to cancel in the manner set out within the document.
- c. If the Student/Parent/Guardian cancels this agreement during the cooling off period, we will reimburse you the balance of all payments received from you unless you requested us to begin the delivery of services during the cooling off period.
 - i. We will make the reimbursement without undue delay and not later than 28 days after the day on which we are informed about your decision to cancel this contract.
 - ii. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
 - iii. If you requested us to begin the delivery of services during the cancellation period, you shall pay us for the lessons provided together with the remainder of the current term.

5. Limitation of Liability

- a. If the TSP fails to comply with the terms of this agreement, MLC is responsible for loss or damage the Student/Parent/Guardian suffer that is a foreseeable result of the TSP's breach or negligence, but is not responsible for any loss or damage that is not foreseeable.
- b. The TSP does not in any way exclude or limit any liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation.

6. Reading List and Accessories

From time to time, the Student/Parent/Guardian may request the TSP:

- a. Supplies them with goods (for example, sheet music, strings or reeds); or
- b. Loans them an instrument or other equipment, in connection with the provision of the Lessons or the undertaking of performances and/or examinations.

This agreement is not intended to include provisions applicable to those scenarios. The preferred supplier for any such items is Abbey Road Music Limited (abbey-road-music.com).

7. Termination of Agreement

A written notice period of not less than 8 weeks is required to terminate this agreement after the cooling period. In the event that the Student/Parent/Guardian discontinues Lessons and/or Courses after the cooling off period with insufficient notice the Student/Parent/Guardian will be liable to pay fees for those lessons not taken during the notice period.

8. General

- a. 'Term' in the above context corresponds to the termly calendar published by the TSP.
- b. Neither party shall be liable to the other party for any breach by the other of any of the terms and conditions herein occasioned by any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such party.
- c. The TSP is a sector leading provider of music education and has a wealth of experience delivering music lessons and courses face to face and online. Therefore the Student/Parent/Guardian should not deem any online offering as second rate or inferior in any way whatsoever. In the event that online provision is either suggested by or form part of the core offering by the TSP, the TSP will give reasonable guidance regarding the conduct of those lessons/courses.
- d. The Student/Parent/Guardian undertakes not to make photocopies of any music.

- e. Examination entries, festivals, competitions or otherwise will only be entered if the Student/Parent/Guardian and TSP are in agreement. Any entry fees will be paid for by the Student/Parent/Guardian.
- f. The Student/Parent/Guardian is responsible for the insurance of the Student/Parent/Guardian's instrument.
- g. In the interests of the Student/Parent/Guardian's well-being whilst in the TSP's care, the TSP must be informed of any medical or other condition affecting the Student/Parent/Guardian.
- h. If the Student/Parent/Guardian is under eighteen, the Student/Parent/Guardian's parent or guardian gives permission for the TSP to teach the Student/Parent/Guardian.
- i. It is important to note that whilst a TSP will use All reasonable endeavours to ensure the Student/Parent/Guardian makes satisfactory progress, this cannot be guaranteed. In particular, careful regular practice as advised by the TSP is a prerequisite of success on any musical instrument or in any musical endeavour.