

OVATION MUSIC - TERMS OF SERVICE

Ovation Music is a premises-based music education Charity. "Services" refer to the provision of all 1-1 music lessons and/or group music sessions taking place from within Globe House, Station Approach, Chichester PO19 8DN (the "premises"). Terms of Service apply to any person (the "student"), if over 18 otherwise the parent/guardian, attending and/or registering for services provided by Ovation Music.

1. TUITION, PAYMENT & NOTICE

- a. Services will be subject to one term, or part thereof, (the booking period). Term dates are published on the Website and will be confirmed during an introductory lesson/session.
- b. Except for an introductory lesson/session Ovation Music makes a charge for services, with fees published on the Website. Registration, payment options, subsidies and hardship support will be explained during an introductory lesson/session.
- c. Notice to discontinue services can be given to Ovation Music at/by the end of a term. If notice is not given a no-notice cancellation fee of no less than 25% of the following term may apply.
- d. Ovation Music pays an hourly hire fee to approved self-employed tutors for their delivery of the services.

2. MISSED LESSONS

- a. Cancellations made by the student within the booking period are non-refundable.
- b. If the tutor is unavailable to provide a scheduled lesson due to illness (or any other reason beyond their control) the lesson may be covered by another approved tutor or be made up later or be refunded in full.

3. GENERAL

- a. The student, if over 18 otherwise the parent/guardian, is responsible for any loss or damage occurring to any instrument, accessory or music lent by the tutor or by Ovation Music to the student.
- b. The student, if over 18 otherwise their parent/guardian, is responsible for their own instrument and personal possessions whilst on the premises.
- c. The student, if over 18 otherwise their parent/guardian, is to inform their tutor of any medical or other condition that may affect a lesson.

4. SAFETY

- a. Tutors providing services from within the premises do so in a self-employed capacity as contracted with Ovation Music and will hold an enhanced DBS and public liability insurance.
- c. Tutors providing services from within the premises can only provide direct supervision for a student under the age of 18 whilst the student within the teaching room.
- d. Neither the tutor or Ovation Music can provide any supervision for any persons of any age whilst on the premises and outside of the teaching room.
- e. Students under the age of 18 are to be signed in and out by a parent/guardian or responsible adult.
- f. Equipment stored at the premises must not be handled or used in any way without permission from the tutor.

5. PUBLICITY

- a. Students (of any age) may be photographed by an approved photographer.
- b. Images under protected copyright of Ovation Music may be used for promotional purposes including digital publication on the Website and/or in related social media and/or for printed material.
- c. Permission for photography (5a) and publication (5b) is requested and can be refused at the time of registering for services. Permission can be withdrawn with specific images deleted and/or removed on request.
- d. Ovation Music will not share, lease or sell any such copyrighted material to any other individuals or organisations.

6. PRIVACY

- a. Ovation Music complies with data protection legislation. A Privacy Notice on the Website sets out procedures for the handling of personal data.
- b. In accordance with the Privacy Notice every student, if over 18 otherwise the parent/guardian, registering for services will be asked to agree to Ovation Music storing and the minimum amount of personal data required to provide the services.
- c. If permission (6b) is not given, and there is no agreeable alternative, Ovation Music reserves the right to decline from providing lessons.
- d. If permission (6b) is withdrawn later, and there is no agreeable alternative, the tutor reserves the right to decline from providing further lessons.

7. VARIATION TO TERMS OF SERVICE

- a. These terms of Service are subject to review and updating. A notice to this effect will issued if applicable.