

## BOOKING TERMS AND CONDITIONS

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Please take time to read the following terms and conditions carefully. They are the basis of the contract between yourself and Templesprings.

### 1. BACKGROUND

1.1. You have made a booking with Templesprings ("we" or "us").

1.2. The booking confirmation, together with the Booking Terms and Conditions, constitutes the entire agreement (the "**Agreement**") between us and you. If any of the details in the booking confirmation appear to be incorrect, please contact us.

1.3. You hereby agree that you accept the terms of the booking confirmation together with the Booking T's&C's on behalf of yourself and any person you are booking on behalf of, and that all such persons shall at all times adhere to the specific terms of conduct within our premises. For the purposes of this Agreement, "you" shall include the person named on the booking confirmation and any person they are booking on behalf of.

1.4. All correspondence from us will be sent to the person named as the customer on the booking confirmation. All regular communications from us will be sent in email format and it is your responsibility to inform us of any changes to your email address.

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### 2. DEFINITIONS

#### 2.1. In respect of these Booking Ts&Cs:

In these Terms and Conditions, the following words shall have the following meanings, unless the context requires otherwise:

BOOKING CONFIRMATION	Templesprings booking confirmation sent in accordance with clause 1.2.
CLIENT	The person who orders Courses from Templesprings; In the case of a minor, the Client is the Parent/Guardian.
FEES	The fee(s) payable by the Client for the relevant Courses which comprises of the Booking Fee and Course Fee.
DONATIONS	Templesprings is a registered charity, and all payments made are treated as a donation. We are able to claim Gift Aid from the government to further the Objects of the Charity.
TERM	Templesprings Term is 12 weeks long. It is mainly aligned to the Thurrock Council Education Calendar. With an optional week for Retakes.

GENERAL TERMS	The general terms and conditions to which Membership and use of the Site is subject as available on the Site from time to time.
INTELLECTUAL PROPERTY RIGHTS	Intellectual property rights including, for the avoidance of doubt, patents, copyright, performers rights, rights in databases, design rights, trademarks and trade names whether registered or unregistered and subsisting anywhere in the World.
MEMBERSHIP	Means any registration by the Client with Templesprings and the connected right to use restricted areas of the Site (e.g. Parent/Student Portal).
ONLINE MUSIC COURSE MATERIALS	The Online Music Course Materials made available by Templesprings and accessible by Users via the Site in support of Courses provided.
SITE	The website located at <a href="http://www.templesprings.com">www.templesprings.com</a> and including the same located at such other domain names nominated by Templesprings from time to time; (e.g. Parent/Student Portal).
TERMS AND CONDITIONS	These terms and conditions as varied by Templesprings by posting the amended terms and conditions on the Site from time to time.
COACH/TUTOR	The person providing the Course on behalf of Templesprings.
COURSES	The courses that Templesprings agrees to provide subject to these terms and conditions as set out in more detail on the site and the booking confirmation.
ARTS AWARD	<p>Templesprings is an Arts Award Centre, and all our courses are accredited by Art Council England.</p> <p>Arts Award is a range of unique qualifications that supports anyone aged up to <b>25 to grow as artists and arts leaders</b>, inspiring them to <b>connect</b> with and <b>take part</b> in the wider arts world through taking challenges in an art form.</p> <p>We offer the Arts Award in the following art forms: Craft, Dance, Film and video, Music, Photography, Technical/Studio Production, Theatre/drama, Visual arts.</p>
GRADED EXAMS	<p>Templesprings also provides graded music tuition via RSL Awards Ltd. and Trinity College London.</p> <p>We offer Graded music tuition from Premiere, Debut/Initial, and Grades 1 to 8.</p>
ADMISSIONS	<p>Booking is <b>PROVISIONAL</b> and Students will <b>ONLY</b> be admitted to the course upon</p> <ul style="list-style-type: none"> <li>• Completion of the booking form</li> <li>• Payment of the booking fees</li> <li>• Payment of the course fee in full or instalments</li> </ul>

- Setup of Direct Debit mandate
- Attendance of a Parent Induction Meeting

COURSE MATERIALS	Any materials and content provided by or on behalf of Templesprings as part of the Course including, without limitation, printed and physical materials, electronic documents and files and online course materials.
USER/STUDENT	Any and all persons who access the Sites or Courses provided by Templesprings.
VENUE	<p>The premises where the Courses are to be provided as indicated in the Booking Confirmation.</p> <p>Templesprings Ground Floor 22 London Road Grays, Essex RM17 5XY</p>
BUSINESS HOURS	<p>The times of when our Venue is open as follows:</p> <p>Monday-Friday: 12:00 P.M. to 7:00 P.M. Saturday: 9:30 A.M. to 2:30 P.M. Sunday: Closed</p>
MAKE-UP CREDIT	A credit issued for any cancellations in relation to lessons.
COURSE CREDIT	A credit issued for cancellation in relation to part or all of the course.

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**"Flexible Adult Booking - FAB"** means a booking of adult one-on-one Classes, where the booking period is not governed by school terms.

**"Annual Tuition Package"** means a purchase of three (3) Terms of Classes, paid in 12 monthly instalments in advance, less any discount that may be applicable.

**"Financial Credit"** means a monetary value applied to an account in respect of a Class not given that can be set off against the fee for a future booking.

**"Loss"** means all direct or indirect losses (including without limitation any loss of profit, consequential loss, loss of business, and like loss), damages, expenses, liabilities, claims, demands, proceedings, judgments, settlements, penalties, fines, costs (including legal costs, other professional costs and the costs of enforcements) and the expenses of investigating and defending any claims (including legal

fees and disbursements, consultants' fees and disbursements and other professional fees and disbursements) whatsoever;

**"Make Up Lessons"** means a Class provided in lieu of a Class that was paid for but not provided.

**"Term"** means the term dates found on the Templesprings website (as may be amended by us at our discretion from time to time).

**"Term Package"** means a set course of Classes to be taught in a Term as further defined on our calendar (which can be found on the Templesprings website).

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## **Booking Terms and Conditions**

### **3. RELATIONSHIP WITH THE MUSIC COACH (COACH)**

- 3.1. The coach is a music teacher authorised and accredited by Templesprings to teach music lessons in accordance with the Templesprings methodology.
- 3.2. The coach is the person who will be providing the classes to you, in accordance with the terms of the Agreement.
- 3.3. The coach can be temporarily or permanently replaced during the course of lessons.
- 3.4. The coach can only be responsible for students during their classes, and parents and/or guardians are responsible at all other times. The class begins when the coach accepts charge of the student from the parent or guardian and ends when the student is returned to the designated pick-up and drop-off point at the end of the class. Although coaches will endeavour to hand the student back directly to the parent or guardian, the student is the full and sole responsibility of the parent or guardian when the student is returned to the designated pick-up and drop-off point at the end of the lesson.
- 3.5. In the event of a student, parent, guardian, sibling or other associate: (i) refusing to obey an instruction from the coach or one of their staff members; (ii) behaving in an unruly manner towards the coach, one of their staff members or any other person; or (iii) causing damage to our premises, or any of the furniture fixtures or equipment in those premises, the student shall not be permitted to continue with the classes. We shall then have the right to terminate the Agreement without further notice and without being required to

offer any credit or refund to you and you shall not be accepted for any future course.

## 4. BOOKINGS

### 4.1. General

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- a) In the event that you wish to book onto a set course of Classes ("Course") in respect of which the coach has already started delivering such classes, you may do so only if you book onto and purchase all of the remaining Classes of such Course.
- b) The agreed start date of any Class or Course which you have booked onto cannot be amended once payment has been received by us.

### 4.2. Term Packages (including Single Term Package and Group Music Lessons)

Make-Up Lessons shall not form part of Term Packages.

### 4.3. Annual Tuition Package

- a) Make Up Lessons:
  - i) can only be redeemed in accordance with the entitlement mentioned in your booking confirmation.
  - ii) may only be redeemed against missed Classes with our prior approval;
  - iii) may only be redeemed during the Academic Term that the Class was missed in and shall not be rolled over to future academic years.
  - iv) may only be booked a maximum of seven (7) days in advance; and
  - v) are subject to availability. We reserve the right to book you into a Make Up Lesson with an alternative coach, or student to coach ratio.
  - vi) Are to be booked by the Student/Parent if the session has been cancelled on the Student's/Parent's end.
  - vii) Will be arranged by the Coach if the session has been cancelled by the Coach, or due to unforeseen circumstances on our end.

### 4.4. Flexible Adult Booking (FAB)

- a) Lessons can be paused for up to a term (12 weeks)

## 5. PAYMENTS / REFUNDS

5.1. In the event that payment for a renewal of a Single Term Package or an Annual Tuition Package is not received before the renewal deadline date mentioned in our communication via email, text or telephone, we can no longer reserve your place in the next Term.

5.2. Refunds typically take ten (10) to fourteen (14) Working Days to process, from our authorisation and submission of the refund to payment being made to you.

5.3. If we agree a refund is due to you within sixty (60) days of our receipt of the payment in respect of which the refund applies, the refund will be made via our merchant server. If we agree a refund is due to you within more than sixty (60) days of our receipt of the payment in respect of which the refund applies, the refund will be made via BACS.

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## 6. MONTHLY PAYMENT INSTALLMENTS

*These conditions are only applicable to our Annual Tuition Package.*

6.1. These Terms and Conditions should be read in conjunction with Data Protection and Privacy Policy, both of which can be found on the website.

6.2. Monthly instalments will be collected via your bank account using Direct Debit. You will be notified of the first collection date at the time of joining.

6.3. Monthly payments are invoiced on the 25<sup>th</sup> of each month to be paid by the 1<sup>st</sup> of the following month.

6.4. The monthly payment is calculated by dividing the annual cost of lessons by 11 all lessons that take place before the first scheduled Direct Debit payment will be charged at point of booking and this covers your first month.

6.5. New customers, taking the Monthly payment option will pay a pro-rata payment for any lessons which take place prior to the first monthly payment being taken.

6.6. A refundable one-month notice deposit is taken at enrolment. This is held on your account and is either refunded or used to cover your final month of lessons when you give the required notice.

6.7. Monthly collections are a fully binding contract between Templesprings and yourself and will automatically continue until you cancel the monthly payment by providing us with a full calendar month written notice sent in writing.

6.8. The monthly payment will be cancelled with effect from the last day of the month following the completion of the full calendar month

notice period. All lesson fees will be payable up to the date of cancellation.

6.9. Failure to make any due payment must be addressed within seven days of the collection date or the lesson place will be forfeited. We retain the right to recover all outstanding balances for lesson fees.

6.10. Templesprings reserves the right to change the price of music lessons at any time. Customers on the monthly payment scheme will be notified in writing with at least 10 working days' notice of any change.

6.11. In the event of a lesson cancellation, a 'make up' lesson or lesson credit will be offered as per the overall Terms and Conditions referenced above.

## 7. GROUP MUSIC COURSES

7.1. A non-refundable Booking Fee of £35 is payable immediately online at the time of booking the course.

7.2. Lessons must commence within a week of the booking, otherwise both the booking fee and lesson slot selected will be forfeited.

7.3. The total Fees of £84 is payable immediately online and in advance of the lessons being taken.

7.4. The duration of the course is for 12 weeks. (6 Hours of Music Lessons)

7.5. Students are expected to come for thirty minutes (30 mins) music lessons once per week. Any missed lessons will be forfeited, unless the teacher cancels the lesson, in this circumstance the lesson will be rescheduled at the same day and time during the retake week (Week 13) at the end of the current term. No lessons will carry over to the next term.

7.6. In case of non-payment of any sum due from the Client (whether formally demanded or not) or of any other breach or non-observance by the Client of any of these Terms and Conditions, Templesprings shall have the right to terminate the Client's attendance on the Courses immediately without prejudice to the right to recover all sums payable by the Client or to any other right or remedy available to Templesprings.

## 8. CANCELLATIONS

### 8.1. Term Bookings

- a) If you change your mind and wish to cancel a Term Package booking you may do so within seven (7) days from making the booking. You may do so by contacting us in writing. You will receive a full refund of the tuition fees paid less any classes taken or untaken that fall within the seven (7) day period.

- b) After the seven (7) day cooling off period has ended (see (a) above), Term Packages cannot be cancelled for any reason.
- c) After this period, we shall not provide any Class Credits or refunds in respect of any Classes that you are unable to attend for whatever reason.

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## 8.2. Annual Tuition Packages

- a) If you change your mind and wish to cancel an Annual Tuition Package booking you may do so within seven (7) days from making the booking. You may do so by contacting us in writing. You will receive a full refund of the tuition fees paid.
- b) After the seven (7) day cooling off period has ended (see (a) above), Annual Tuition Packages can only be cancelled by providing one (1)-month notice in writing. On receiving your notice to cancel we will remove any ATP discounts that have been applied to the account prior to the termination will be charged at full price for any services undertaken and deducted from the balance owed.
- c) **'A Month's Notice'** means notice given before the first day of the calendar month and expiring at the end of calendar month.
- d) We shall not provide any Class Credits or refunds for lessons you have been unable to attend during the Term's Notice period.
- e) The refundable one-month notice deposit taken at enrolment is held on your account and is either refunded or used to cover your final month of lessons when you give the required notice.

## 8.3. Flexible Adult Bookings (Adult Classes ONLY)

- a) If you are unable to attend a flexible adult class booking and we receive at least twenty-four (24) hours notification of this via the Portal, we will postpone the Class and issue a Financial Credit to your account to be used against future bookings. Such Financial Credit must be used within one (1) month of the date of cancellation, or the credit will be forfeited, and no refunds shall be made.
- b) If less than twenty-four (24) hours notification of your inability to attend is received, we shall not offer any postponement or Financial Credit for the unattended Class.
- c) If you change your mind and wish to cancel your FAB Classes, you may do so within seven (7) days from making the booking. You may do so by contacting us in writing. You will receive a full refund of the tuition fees paid.

- d) After the seven (7) day cooling off period has ended (see c above), Flexible Booking Packages cannot be cancelled for any reason. However, you may rearrange the date of such Classes subject to (a) and (b) above.
- e) Lessons can be paused for up to a term (12 weeks).

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#### **8.4. Changes to your bookings**

Any changes you wish to make to your booking must be emailed to our Admin Team: [info@templesprings.com](mailto:info@templesprings.com)

### **9. LESSON MANAGEMENT**

#### **9.1. Calendars**

- a) Term dates can be found on the Templesprings website. We have the right to change dates subject to us giving you prior notification.
- b) Assigned Term dates may not always coincide with your school term dates and we are unable to replace lessons missed as a result.

#### **9.2. Progress**

- a) Where a student progresses beyond the Class standard set by the coach, they may be required to switch Classes. We may not be able to offer the same day, time or coach.
- b) A student's progress as part of any Class or Course is not guaranteed.

#### **9.3. Merging or Reallocating Classes**

In certain circumstances it may not be possible to continue your allocated Class. In such circumstances we will provide you with a suitable alternative Class, and give you notice of such reallocation in advance.

#### **9.4. Coach**

- a) We are not able to guarantee the coach for your Class or Course. Coaches may change working patterns in exceptional circumstances.
- b) We will endeavour to provide a temporary replacement coach in the event of any coach absence.

- c) Where a replacement coach is not available, Classes may be cancelled at short notice.
- d) We reserve the right to replace coaches on a temporary or permanent basis, if necessary once the Term has started.
- e) Where a replacement coach is provided, Classes will take place and, in such event, we shall not offer a replacement Class.

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### **9.5. Cancelled Lessons**

- a) Classes may be cancelled at short notice where circumstances demand such.
- b) If we are unable to provide the Class for any reason, the class will be rescheduled during our retake week at the end of each term (Week 13). All retakes must be taken within the term the lesson was missed or cancelled; no lessons or retakes can be carried over to the next term.
- c) We reserve the right to cancel or amend Classes or Courses in exceptional circumstances.

### **9.6. Changing Your Class Day /Time**

- a) We will attempt to accommodate any request you make with one (1) weeks' notice upon calling us, subject to your requested space being available.
- b) If the space you request is not available, we will make alternative suggestions. If we cannot accommodate your request, you will be unable to change your class day and time.
- c) When transferring classes, Class prices may have changed. Where prices have increased, you will be required to purchase Classes at the new rate. Where prices have decreased, any difference in fees is non-refundable and will be retained as a Financial Credit for you to use against future bookings. Such Financial Credit shall be valid for a period of six (6) months from the date you transfer Classes, after which time the credit shall be forfeited.

### **9.7. Suspensions**

- a) We will only suspend your attendance at Classes if you provide us with a doctor's note or certificate. Should we receive the doctor's note on the same day as a Class, this Class will be deemed attended and not refundable or creditable. We are unable to backdate medical suspensions for any reason. The maximum

length of any suspension is six (6) weeks, after which you must provide us with a new doctor's note or certificate.

- b) Suspended Classes are not refundable.
- c) When you have booked Classes for a Term, but such Classes have been suspended in accordance with this provision, the remainder of the Classes in that Term will be cancelled and no space will be held for the subsequent Term(s).
- d) Suspended Classes must be used within six (6) months from the suspension date. The onus is on you to ensure that the Classes are used. The fees paid for Classes not used within this six (6) month period shall be forfeited and cannot be refunded.

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## **10. MISCELLANEOUS**

### **10.1. Data Protection**

We operate under the Data Protection Act 1998 to process and store data on living individuals. A copy of our data protection act can be found on the Templesprings website.

### **10.2. Limitation of Liability**

- a) If you incur any Loss in connection with or arising from the performance of any of our obligations under the Agreement and our liability to you as a result thereof is established, our total aggregate liability to you under the Agreement or otherwise shall in no circumstances exceed the sum of the amount paid by you to us in respect of the tuition fees you paid us for the Classes during the preceding twelve (12) months immediately prior to the act or omission giving rise to the Loss provided that this clause will not apply to any Loss arising from death or personal injury resulting from our negligence.
- b) Notwithstanding anything to the contrary in the Agreement we will not, except in respect of death or personal injury caused by our negligence, be liable to you by reason of any representation or implied warranty, condition or other term for any Loss (whether occasioned by our negligence or that of our employees or agents or otherwise) arising out of or in connection with any act or omission on our part relating to the supply of any Classes, products or equipment by us or the Coach.
- c) We will not, except in respect of death or personal injury caused by our negligence, be liable to you for any Loss incurred by you as a result of the Coach's acts or omissions relating to the supply of any Classes, products, services or equipment or otherwise and

whether or not done on our instruction or otherwise.

#### 10.3. **Force Majeure**

The Agreement will be suspended during any period that we believe either we and/or you are prevented or hindered from complying with our respective obligations under any part of this Agreement by any cause which we designate as force majeure including strikes, disruption to the supply chain, political unrest, financial distress, terrorism, fuel shortages, war, civil disorder, and natural disasters. If such period of suspension exceeds one hundred and eighty (180) days, then we will, upon giving written notice to you, be able to require that the Agreement is terminated.

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#### 10.4. **Waiver**

Neither our failure to exercise any power given to us hereunder nor to insist upon strict compliance by you with any obligation hereunder nor any custom or practice of yours or ours shall constitute any waiver of any of our rights under the Agreement. Our waiver of any particular default by you must be in writing and shall not affect or impair our rights in respect of any subsequent default of any kind by you nor shall any delay by us or omission of ours to exercise any rights arising from any of your defaults affect or impair our rights in respect of the said default or any default of any kind. Any waiver of any rights by us will also operate as a waiver by you of any equivalent rights that you may have.

#### 10.5. **Variation**

The Agreement will not be modified in any way except by a written instrument signed by both of you and us.

#### 10.6. **Third Party Rights**

The parties to the Agreement do not intend that any term shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 (the "Act") under the provisions of the Act.

#### 10.7. **Choice of Law and Jurisdiction**

The Agreement shall be governed by and construed according to English law. All disputes between us concerning the Agreement shall be subject to the jurisdiction of the High Court in London.