

**paulhose.com terms and conditions relating to
the provision of music lessons and courses given in person**

This agreement between Paul Hose, the teaching service provider (TSP) of 43 Abbey Road, West Bridgford, Nottingham, NG2 5NG who may be contacted on 0115 888 0996 and support@paulhose.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 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 each term.

Cancellation Policy

A written notice period of not less than 8 weeks is required to terminate this agreement after the cooling off 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/Parent/Guardian will be liable to pay fees for those lessons not taken during the notice period.

This agreement is subject to the conditions herein and may only be varied with the agreement of both parties.

The Student/Parent/Guardian/Parent/Guardian hereby requests immediate commencement of the lessons/courses on the timetable stated above and acknowledges that he/she will not be entitled to a refund for any lessons which have begun during the cooling-off period.

Information about the cooling off period and the exercise of the right to cancel during it.

You have the right to cancel this contract within 14 days (the 'cooling off' period) without giving any reason. The cooling off period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us:

Paul Hose
43 Abbey Road
West Bridgford
Nottingham
NG2 5NG
support@paulhose.com

Of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cooling off period has expired. For the avoidance of doubt, the cooling off period commences on the date that you registered for Lessons/Courses at paulhose.com.

Effects of cancellation during the 'cooling off' period

If you cancel this contract during the cooling off period, we will reimburse to you the balance of all payments received from you unless you requested us to begin the performance of services during the cooling off period. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. 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. If you requested us to begin the performance of services during the cancellation period, you shall pay us for the lessons provided.

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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(b) 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 and receive a refund for any Lessons paid for but not received prior to that cancellation.
- b. The Student/Parent/Guardian's cooling off period starts from the date that you registered for Lessons/Courses at paulhose.com 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.

5. Limitation of Liability

- a. If the TSP fails to comply with the terms of this agreement, paulhose.com 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. Goods

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, and the Student/Parent/Guardian and the TSP should mutually agree relevant terms in writing as required.

7. Termination of Agreement

A decision to discontinue Lessons after the cooling off period may be taken by the Student/Parent/Guardian or TSP in which case written notice, the period of which is stated above shall be given by the party seeking to discontinue. In the event that the Student/Parent/Guardian discontinues Lessons 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. 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.
- b. The Student/Parent/Guardian undertakes not to make photocopies of any music.
- c. 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.
- d. The Student/Parent/Guardian is responsible for the insurance of the Student/Parent/Guardian's instrument.
- e. 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.
- f. 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.

NOTES FOR GUIDANCE

“Term” in the above context corresponds to the termly calendar published by paulhose.com.

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.

Cancellation Form

To: The Manager, paulhose.com

Address

Telephone Number

Email

I/We* hereby give notice that I/We* cancel my/our* contract of sale for the supply of the following Lessons/Courses:

Ordered on

Name of Student/Parent/Guardian(s)

Address of Student/Parent/Guardian(s)

Signature of Student/Parent/Guardian(s)

Date