

## ENROLMENT TERMS AND CONDITIONS

### *Services*

1. The Music Centre acts as agent on behalf of tutors to put them in contact with students.
2. The Music Centre will use reasonable endeavours to find an appropriate tutor(s) for the classes detailed for the student named on the Enrolment Form ("the Classes").
3. Once the Music Centre has nominated a tutor(s) the student/parent/guardian (as applicable) agrees to enter into a Student Contract (in agreed form) directly with the nominated tutor(s) for the provision of the Classes.
4. The student/parent/guardian (as applicable) confirms that the information provided on the Enrolment Form is true and accurate.

### *Fees, Instrument Hire Deposits and Payment*

5. The student/parent/guardian (as applicable) shall deposit with the Music Centre (and it is received as agent of the nominated tutor(s) in advance a sum equivalent to the fees for the Classes in the whole of the current Term (or balance of the current Term depending on start date) together with any hire deposit (if applicable).
6. The Music Centre agrees to hold such fees and hire deposit in a separate account and from such advanced fees shall settle the nominated tutor's fees (as set out on the Enrolment Form) for the Classes.

### *Cancellation of a Class(es) or Termination of Contract*

7. In the event that the tutor terminates the Student Contract or a cancels a lesson then the Music Centre will return the balance of the advanced fees subject to the deduction of fees for any lessons taken or any hire fees incurred to the date of termination of the Student Contract.
8. If a parent/student cancels a lesson they must liaise with the tutor as to the possibility of a make up lesson or whether they have to forgo the lesson payment (this is not the responsibility of the Music Centre).
9. If an instrument has been hired by or on behalf of the student the instrument on termination of the contract such instrument shall be immediately returned and as long as the instrument is returned undamaged and in working order (save for usual wear and tear) the hire deposit shall also be refunded by SMC in full within [14 days] of the date of the return of the instrument.
10. Any parent/student wishes to cancel lessons completely must give 6 weeks notice in writing to the Music Centre

### *Relationship of Music Centre and Tutors*

11. The Music Centre and the student/parent/guardian (as applicable) agree and acknowledge that:
  - a. the Music Centre receives and holds the advance fees as agent of the tutors;
  - b. the Music Centre does not warrant the quality of the tutors or their teaching ability and if the student/parent/guardian (as applicable) is unhappy with their tutor(s) they should notify the tutor(s) and the Music Centre.