

Panatonic Ltd. trading as Vivace Music School

TERMS & CONDITIONS as at 13/10/2020

By enrolling your Child at Vivace Music School, you accept these terms and conditions (“Terms & Conditions”) and sign your agreement to them as an ongoing agreement between you and Vivace Music School (“Agreement”).

The Agreement is made between the parent/ guardian (“Parent/ Guardian”, “you” or “your”) of each enrolled student (“Child”, “Student” or “Pupil”) by a Parent/ Guardian and Panatonic Ltd trading as Vivace Music School (“Vivace Music School”, “Vivace”, “we”, “our”, “us”) and is valid at all times while the Student is enrolled on any Vivace Music School activity and until such time as written notice is given in accordance with these Terms & Conditions.

For participation of a Child in any of our music classes (“classes”, “physical classes”, “online classes”), all Parents/ Guardians are required to consent to these Terms & Conditions by signature or by ticking the acceptance box for these Terms & Conditions when submitting an electronic registration form, and/or when paying for classes online. We may update these Terms & Conditions from time to time.

1. Enrolment

Completed registration form is required before attending the first class for insurance and administrative purposes. This can be submitted via our website <https://www.vivacemusicsschool.co.uk/login-register> or posted to 12 Ship Lane, Farnborough, GU14 8BX.

All applications for tuition are responded to and we will endeavor to provide tuition immediately. However, where this is not possible, names are added to our waiting list until a space becomes available.

All new pupils (pupils who have not previously attended classes provided either by Vivace Music School or the Len Tyler Music School) receive one free taster session, unless a different (time-limited) promotion is offered for a specific class or group of pupils.

2. Fees

Fees are payable termly in advance before or at the first class of each term. We may, at our discretion, decide to take payment at half-termly intervals and will notify you of this. Fees received later than a week into the current term (date to be published on a termly basis) will incur an additional admin charge of £6.50 per term.

Payments are accepted by card via the payment facility on our website, via the payment facility on invoices issued by us or by bank transfer to the following bank account, quoting your child’s name as the reference: Panatonic Ltd T/A Vivace Music School, Sort Code 08-92-99, Account number 69842490 (cheque or cash only by arrangement).

When enrolling for our September classes, a £15 non-refundable deposit is payable in order to reserve your Child’s place in a particular class. For children in our preschool classes and our 4-5 class, the deposit will be credited against the autumn term’s fees. For children

in the 5-6 years and above age group the £15 deposit paid when signing up for September classes will be held until the summer term at the end of the respective academic year, and deducted from the summer term's fees. In the event that a £15 deposit was not paid before the start of the autumn term, £15 will be added to the autumn term fees in lieu of the deposit.

Classes are subject to minimum numbers; if a class that has been advertised does not receive the minimum number of applications, we will endeavour to find a suitable alternative for your child. If no alternative class can be found, we will refund the full amount that has been paid.

3. Withdrawal

Vivace Music School commits to your Child from their first lesson with us for as long as they continue to benefit from lessons (at least to upper primary). Your Child's place is confirmed and reserved in the same class for the rest of the current academic year. Unless we hear from you to the contrary in advance, we will assume you require the place for the entire academic year. If you need to stop for any reason, please note that we require six weeks' advance notice in term-time in writing. *(Please note that it is not enough to just tell the class teacher verbally, and holiday weeks do not count towards the six weeks' notice).*

If you do not return from one term to the next (i.e. after the Christmas or Easter holidays) and do not adhere to the notice period of six weeks, payment in lieu of notice for the first six (6) lessons of that term will be required.

4. Cancellation

Refunds for missed classes due to sickness or holidays are not available. Occasionally, classes may be covered by another teacher. In the event that teachers have to cancel lessons, we will either, at our discretion, offer you a physical class or an online class in lieu, or give you a credit against the next terms' class (if the cancellation takes place during the summer term and a replacement class, physical or online, cannot be offered, we will give you a refund for the missed class).

Please note: if physical classes must be cancelled due to new government regulations regarding the Coronavirus pandemic, scheduled classes will continue online for the remainder of the term. In this event you will receive a partial credit against future classes, or (at our discretion) a partial refund, to reflect the lower cost of the online classes. We understand that online classes may not be a suitable alternative for younger children, so for children in the baby, toddler and preschool bracket (i.e. children that have not turned 4 by the 1st of September of the relevant academic year) we will offer you a credit against physical classes for when physical classes resume, or, at our discretion or the if cancellation takes place during the summer term, a refund for the missed classes.

5. Data Protection

We collect, store and process information you provide us with for the purpose of administration, research and the provision of teaching services, in line with our Privacy & Data Protection Notice and our Website Data Protection & Cookie Notice (both available on our website), in compliance with GDPR ("General Data Protection Regulation"). We will

contact you from time to time with relevant information regarding your Child's music tuition by email, phone or other reasonable means. By signing our enrolment form you are deemed to consent to the use of such Personal Information for the above purposes.

6. Covid-19 Special Requirements for Physical Classes

During the Coronavirus pandemic, all our physical classes will be provided in line with government guidance. We will provide you with detailed information on how to attend our classes safely; if you would like to read our risk assessment, please contact us. In order to attend our classes, you must agree to the following requirements:

- a. Maintaining social distancing (parents/ guardians are responsible for their children), wearing face coverings (for adults), maintaining proper hand hygiene
- b. Track & Trace – we will take part in the NHS Track & Trace scheme and will provide contact information of all families attending our classes to this scheme. By signing up for physical classes, you consent to our sharing your contact details with this scheme.
- c. Safe attendance – you must only attend our classes if you or anyone in your household are not displaying symptoms of Coronavirus and have not been asked to self-isolate. Refunds for missed sessions due to pupils or their Parents/Guardians self-isolating cannot be given. While every effort is made to keep everyone safe, attendance at the classes is at your own risk. If you suffer from a medical condition that makes you more vulnerable to Coronavirus, please seek medical advice before attending our physical classes.

7. Additional Terms for Online Classes

- a. Our online classes will be delivered via the online platform Zoom, an online conferencing platform. In this context, it is used for tuition only, and not for any other contact such as sharing photos or general messaging.
- b. When you sign up for an online class, we will provide you with an access code to the weekly classes. This code is only for you and your child/children; by signing up for the classes, you agree to not pass details of classes on to anyone not supervising your child during their class.
- c. Please select a suitable, neutral location for your lesson. Please be aware that all participants of a particular class will be able to see each participant's background. With this in mind, please choose as neutral a space as possible; this should not be a bedroom. Participants can choose to turn off their own video at any time during the session if required.
- d. In line with online safeguarding best practice, we ask that for children aged 12 and under, an adult should be present in the room for the duration of the lesson. For children aged 13-15, an adult should be present at the start and end of the lesson and on hand when needed, but not necessarily in the same room.
- e. By downloading and using Zoom, you agree to Zoom's own terms & conditions. Please read these carefully, and make sure you only sign up for our classes if you are happy with Zoom's Terms & Conditions.
- f. The Zoom sessions will be recorded in a way that only images of the teachers is captured. We will use these recordings for training purposes, and, at our discretion, share them with class members who may not be able to attend a particular session due to technical difficulties. These recordings will not capture still or moving images of you or your child; however, they may capture sound recordings of your voices.

- g. Please ensure that you and your children are dressed appropriately, as you/they would be for a face to face lesson.
- h. You and your child engage in all activities at your own risk and are responsible for your own physical safety.
- i. All verbal and written communications must be appropriate at all times, as they would be in any face to face class.
- j. Classes will commence on time. It is your responsibility to take time to check that all equipment is working and that you know how to use it well in advance of the lesson.

8. Terms & Conditions

Parents/ Guardians and Pupils are subject to all terms and conditions that have been laid down by Vivace Music School. Vivace Music School reserves the right to amend the terms and conditions where appropriate.

13/10/2020

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