

TERMS AND CONDITIONS

These terms and conditions are made on 25/01/2024 and will commence from when a Student is signed up to SMASH HIT and last until they leave.

The terms and conditions are between 'SMASH HIT' of 20 Maritime Court, Hempsted, Gloucester, GL2 5FT, who may be contacted on 07713753587 and info@smashhit.co.uk and 'the Student's Guardian', who may be contacted on their provided email address and phone number that's stated within the sign up form.

1. Whereby it is Agreed

1.1. The Teacher will provide a lesson every week during term time that lasts for thirty minutes at the Student's school. (hereinafter referred to as the "Premises").

1.2. The Teacher will provide an agreed schedule of lessons detailing dates and times prior to lessons commencing. The dates and times of the lessons may be changed if the School is closed or at the discretion of the Teacher.

1.3. The fee per lesson is £8.75 payable by invoice or BACs.

- a. Before the beginning of the month, the company requires the Guardian to pay for four lessons in advance. This will be payable in full on receipt of an invoice from the Teacher. Late payment may result in a delay to lessons starting or their lessons being terminated.

1.4. The terms and conditions shall continue until terminated by either Party giving to the other not less than four weeks notice in writing.

1.5. The Teacher may from time to time review the agreed rate for tuition. The Teacher shall give the Guardian not less than four weeks written notice of any increase in rates.

2. Cooling Off Period

2.1 The Guardian has a legal right to cancel this Agreement and receive a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013) during the 'cooling off period' which starts from the date of their first payment and ends 14 days later. To cancel the Agreement, the Guardian should let the Teacher know by email that he/she has decided to cancel. The Teacher will confirm receipt of this email and arrange a refund for lessons. Reimbursement will be made using the same means of payment for the initial transaction, unless agreed otherwise.

3. General

3.1. The Guardian is responsible for ensuring that the Student is available for the arranged lesson as confirmed by email between the Teacher and Guardian. Delays or interruptions (for which either the Guardian or Student is responsible) encroaching into this time will be considered as time provided.

3.2. If no notice to discontinue lessons has been served as above and the Student fails to attend an arranged lesson according to the Schedule provided by the Teacher (or as subsequently confirmed by email between the Teacher and Guardian), fees for that lesson remain payable and no refund of any fees paid in advance will be given.

3.3. If the Student fails to attend a lesson due to a school trip, test or conflicting school activity and the Teacher has not been informed at least a week in advance by the Guardian, the fee for that lesson remains payable and no refund of any fees paid in advance will be given.

3.4. Should a lesson be missed by the Teacher for whatever reason, the Teacher will either provide a replacement lesson at an agreed time or issue a credit note.

3.5. The Guardian and Student should undertake not to make unlawful photocopies of music.

3.6. The Guardian is responsible for informing the Teacher of any medical, health, or other such condition(s) which may affect the learning experience and interaction in the sign up form or after.

3.7. The Guardian and Teacher agree to comply with all applicable laws, statutes, regulations including in relation to confidentiality, privacy and GDPR.

3.8. 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 pandemic, 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.

4. Equipment

4.1. The Teacher will provide all of the musical instruments and equipment for the lessons to take place. They will be PAT tested and run through an RCD adapter for appropriate safety measures.

4.2. Materials supplied electronically by the Teacher remain the Intellectual Property of the Teacher.

4.3. If the Students chooses to bring their own instrument to a lesson, the Teacher is not liable for any technical faults, failures or damages of the Student's instrument or equipment and will not be required to make up any teaching time caused by such faults, failures or damages.

4.4. The Guardian is also responsible for the insurance of the Student's instrument and all equipment used by the Student.

5. Copyright

5.1. Due to the nature of the lessons, the student will remain the owner and creator of any and all ideas that are put forward into a song or discarded.

5.2. Upon written permission being granted by the Student's Guardian's, SMASH HIT has the right to distribute the completed and recorded songs for marketing purposes.

5.3. The Student will remain the Intellectual Owner of their material from the moment this agreement commences and remain so eternally.

5.4. Upon written permission being granted by the Student's Guardian, SMASH HIT has the right to play the music publicly at their discretion.

5.5. SMASH HIT is not responsible for any royalties if the song is played publicly or online. In order to gain royalties from their song being played, the Guardian must sign the Student up to PRS, who will handle their share and advise them.

6. Safeguarding

6.1. Lessons must not be recorded by either party unless there is a prior agreement for this. If recordings are made, written permission by the Guardian must be granted beforehand. They must not be shared with third parties or uploaded to social media (this includes videos and photographs) without the Guardian's written permission.

6.2. All communications regarding missed or cancelled lessons must be between the Guardian and Teacher. Under no circumstances should the Student contact the Teacher directly or vice versa.

6.3. For the purpose of confidentiality and privacy, all communications between the Guardian and Teacher should be via email. Communication by telephone should only take place where necessary due to urgency, e.g., unavoidable last-minute cancellations.

6.4. Any defamatory, offensive or illegal material aired online and/or via social media by the Student or Guardian, or inappropriate behaviour by the Student or Guardian, will result in the immediate termination of lessons. What constitutes such behaviour will be determined in the reasonable opinion of the Teacher. In this instance, the Teacher reserves the right to withdraw entirely from this Agreement with immediate effect. Fees paid will not be refunded.

6.5. The Guardian may, if they wish, be present during the lesson if agreement is given by the Teacher.

6.6. The Teacher agrees to comply with the School's Designated Safeguarding Lead and Musician's Union on their safeguarding advice.

6.7. The Teacher has a current DBS or Disclosure Scotland certificate.

7. Medical Emergencies

7.1. In accordance with the NHS, they advise that Children under the age of 16 can consent to their own treatment if they are believed to have enough intelligence, competence and understanding to fully appreciate what's involved in their treatment (known as being Gillick competent).

7.3. The Guardian understands that the Teacher is not a first aider and they consent to the Teacher treating the Student in whatever way, mentally and physically that they consider in the best interests of the Student.

7.4. The Guardian also consents to the Student being treated by any medical professionals called by the Teacher.

DECLARATION

By completing and submitting the sign up form, the terms and conditions are a binding agreement between SMASH HIT, the Teacher, the Student and the Guardian, until the Students involvement with SMASH HIT is terminated.

-

A handwritten signature in black ink, appearing to read 'Oscar Wenman-Hyde', with a stylized, cursive script.

Oscar Wenman-Hyde
Company Director