



XYZ Music Academy Ltd is a company registered in England and Wales, with registered offices at 6a St Andrews Court, Wellington Street, Thame, Oxfordshire, OX9 3WT. Our place of business is Building 14 Venture Park, Westcott HP18 0XB

XYZ offers quality musical tuition to private individuals, schools, colleges and similar groups in a variety of formats from single lessons to structured teaching programmes and bespoke requirements, XYZ covers a range of instruments and includes tuition to attain formal grades to the highest levels.

XYZ Music Academy Ltd is referred to in these terms of business as “XYZ”, “We”, “Our” or “Us” you, Our client, are referred to as “You” or “Your”

The musical tuition and associated activities are referred to collectively as the “Services”

Following are the **TERMS OF BUSINESS** against which We provide the Services and against which You agree to purchase the Services exclusive to any other form of agreement howsoever stated. Please be sure that You have read these terms and that You agree with them. If You have any questions it is important that You ask Us for clarification as Your acceptance to proceed will form a legally binding contract between us.

## 1. Interpretation

In these Terms of Business, unless the context otherwise requires, the following expressions have the following meanings:

1. References to “Agreement” and or “this Agreement” are references to these Terms of Business as they prevail at the relevant time.
2. References in this Agreement to “writing” includes electronic communications such as e-mail or fax but excluding text messages
3. References to a statute or a statutory provision is a reference to that statute or statutory provision as enacted or amended at the relevant time
4. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement
5. References to the singular shall include the plural and vice versa
6. References to either gender shall include the other gender

## 2. Information About Us

- 2.1. XYZ Music Academy Ltd is a company registered in England and Wales
- 2.2. Our registered company number is 09021852
- 2.3. Our registered office address is 6a St Andrews Court, Wellington Street, Thame, Oxfordshire, OX9 3WT
- 2.4. Our VAT number is 188881441



### 3. Basis of the Agreement

By agreeing to these terms You acknowledge that We have made available to You the following information either by direct provision of information or by such information being immediately apparent from the context of the Services:

- 3.1. The main characteristics of the Services
- 3.2. Our identity and contact details
- 3.3. The means by which the total price for the Services, as selected by You, can be calculated and whether or not this price includes VAT
- 3.4. The arrangements for payment and the schedule by which We undertake to deliver the Services to You
- 3.5. The arrangements to vary schedule times and any restrictions on exercising such variations
- 3.6. Our complaints handling policy
- 3.7. The means by which You may terminate this Agreement and any restrictions as to how and when this may take place

### 4. Course timetables

The courses follow the academic year dates for the Buckinghamshire Education Authority and are divided into half term blocks which represents the normal minimum booking period, save for bookings agreed as “one off” trial lessons or other bespoke combinations.

### 5. Course pricing and payment

- 5.1. Tuition prices vary with the nature and duration of tuition and current prices may be reviewed on Our website at <https://xyzmusicacademy.com/price-list/> All Our website published prices include VAT
- 5.2. We are happy to consider creating courses or providing facilities (such as practice/recording studio facilities) to meet bespoke requirements. Please contact Us to discuss details
- 5.3. For half term or full term bookings We are able to offer a monthly payment scheme should You so wish
- 5.4. We accept payment by the following means:
  - 5.4.1. Online payment using the “PayPal” proprietary service which will also accept credit card payments if You are not a PayPal registered user. *Please note that payments made in this way are subject to the PayPal terms of use in addition to Our own terms in this Agreement*
  - 5.4.2. Payments made by cheque
  - 5.4.3. Payments made by BACS transfer direct to Our bank, the details for which will be made available at the time of booking
  - 5.4.4. Cash payments are accepted but please note that We are unable to take any responsibility for cash in transit when sent to Us by post

### 6. Online Shop

In addition to providing tuition services XYZ operates an online shop providing a limited selection of items related to music and music tuition. These can be purchased via the website and full instructions are provided for the process. These items are also available for direct purchase by visitors to the Academy. Please note that the purchase of goods made via the



website are subject to the distance selling regulations. Your rights as a consumer under these regulations are set out in clause 10 of this Agreement

## **7. Booking Services**

There are several Service options including single lessons, bespoke packages, term or half term packages and free of charge “taster” sessions. These are detailed on the [Academy](#) website There are several routes available for booking the Services:

- 7.1. Online bookings via the website accessed by following the website navigation to access the Service options. The website booking option requires You to register as a user
- 7.2. Booking requests made by email to [admin@xyzmusicacademy.com](mailto:admin@xyzmusicacademy.com)
- 7.3. Telephone booking requests to **01296 655929**
- 7.4. Booking requests made by visiting the academy in person at **Building 14, Westcott Venture Park, Westcott, HP18 0XB**

## **8. Cancellations and changes to bookings**

The following rules apply in respect of changes to bookings or requests to cancel a scheduled booking. *Please note that the following does not apply to Your right to cancel under the distance selling regulations which are set out in clause 10 of this Agreement.*

- 8.1. Students are expected to arrive promptly for scheduled lessons. In the event of late arrival We will make reasonable efforts to cover the normal lesson duration but follow on schedules may not permit this, in which case Your lesson will be reduced in duration in accordance with the original schedule. In such circumstances We are unable to offer any adjustment to fees for the lesson concerned
- 8.2. To change a scheduled appointment We require a minimum notice of 72 hours
- 8.3. Where appointment change requests are made with a notice of less than 72 hours We will use reasonable efforts to accommodate Your request but We are unable to offer any fee refund in the event that We are unable to meet Your request.
- 8.4. Payments made for course bookings (usually covering a half term period as set out in clause 4) are normally non-refundable in the event that You decide to discontinue the course. We agree to take into consideration any extenuating circumstances but the final decision shall remain with XYZ.

## **9. Problems with the Services and Your Legal Rights**

- 9.1. We always use reasonable efforts to ensure that Our courses operate without problems or difficulties. If You feel there is a problem with the Service We ask that You inform Us without delay and We will endeavour to correct any problems that are within Our capability to correct as quickly as is reasonably practical.
- 9.2. We will not charge You for correcting problems where the problem has been caused by Us but We may apply a reasonable charge if We determine that a problem has been caused by incorrect or incomplete information provided by You.
- 9.3. As a consumer, You have certain legal rights with respect to the purchase of services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office.



## 10. Distance Selling and Your right to cancel

As a consumer You have certain legal rights with respect to purchases made by telephone, post, email or via a website, these process being known as distance sales or distance purchases and apply to services as well as to the purchase and supply of goods. Consumer regulations require that an organised distance scheme for selling goods and/or services must be in place to cover distance selling requirements.

### 10.1. Placing and confirming Your order

For website purchases You will be guided through the process of placing an order by a series of instructions on the website. You confirm Your wish to proceed by pressing the “confirm order and payment” button at the completion of the checkout process. We will send You an email detailing the goods and or Services You have ordered and either an acceptance of Your order or a notification that Your order cannot be accepted.

### 10.2. Non acceptance of Your order may be for a variety of reasons, such as:

- the product or service You ordered is unavailable at the time of the order. We will advise You of the situation and endeavour to provide an estimate of future availability or suitable alternative.
- We are unable to obtain authorisation for Your payment
- Other reasons that lead Us to believe You are ineligible to meet the terms of purchase

For other means of distance purchase (telephone, email or letter) We will follow a similar procedure to the above which will include a written acceptance or non-acceptance of Your order (as the case may be).

### 10.3. Order acceptance and creation of the contract

Our acceptance of Your order as described in 10.1 is the point at which the contract between You and XYZ Music Academy is made and the obligations of both parties under this Agreement and the appropriate regulatory requirements come into force.

### 10.4. YOUR RIGHT TO CANCEL UNDER DISTANCE SELLING

Consumer regulations provide You with cancellation rights when You buy online, by email, by phone or by letter (Distance Sales).

- You may cancel Your contract provided that You do so no longer than 14 days from the day after which the contract was made between us as set out in 10.3, in respect of the purchase of Services or, for the purchase of goods, no longer than 14 days from Your receipt of the goods in question. You do not have to give a reason for cancellation
- If Your purchase was for goods and You wish to exercise Your right to cancel You must retain the goods in Your possession and take reasonable care of them.
- You must inform Us of Your decision to cancel by a clear notification. We are required to provide You with a cancellation form which You can find here <https://xyzmusicacademy.com/contact/cancellation-pro-forma/> You do not have to use this form, but You must provide the details of the order You wish to cancel, Your name, address, phone number and email contact details.
- After You have provided Us with Your notice to cancel and if Your purchase was for goods You should return the Goods to Us in good condition, in their original packaging



(as far as is reasonable) and at Your own cost within 14 days of the date of the cancellation notice.

- We will reimburse You by the same method used to pay for the original transaction including any outbound delivery cost (calculated at Our standard despatch rate) no later than 14 days from the date of Your notice to cancel a service or no later than 14 days following Our receipt of the returned goods in the case of a purchase of goods.
- We are entitled to make a deduction from the reimbursement for loss in value of any goods supplied if the goods show signs of use or of unreasonable or unnecessary handling by You leading to a diminished value.
- Your right to cancel does not apply to personalised goods or goods made to Your specification or goods which by reason of their nature cannot be returned (e.g. for hygiene reasons) or are liable to deteriorate or expire rapidly.

#### 10.5. Services that commence within the cancellation period

Where You book Services (for example a lesson or the first of a series of lessons) to commence within the 14 day cancellation period You still retain the right to cancel for the full cancellation period but We have the right to charge for any Services provided during that period. The charges will be applied at Our standard rates or at any alternative rate that was agreed between us for the Service in question.

#### 11. Intellectual Property

The skills, Know How and methods utilised by XYZ to deliver the Services constitute valuable trade secrets and Confidential Information of XYZ and its associates. You acknowledge and agree that all such Intellectual Property Rights in the processes and means of delivery to provide the Services that can properly be claimed to be owned by XYZ shall remain at all times with XYZ and that You shall not at any time acquire any of those rights.

#### 12. Our Liability

- 12.1. We will be responsible for any foreseeable loss or damage that You suffer as a result of Our breach of this Agreement or as a result of Our negligence (including that of Our employees, agents or sub-contractors). To be foreseeable, loss or damage must be an obvious consequence of Our breach or negligence. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2. We provide the Services to You as a private consumer for private purposes and We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity and by entering into this Agreement You agree specifically to this limitation to Our liability.
- 12.3. Nothing in this Agreement seeks to exclude or limit Our liability for personal injury or death caused by Our negligence or the negligence of Our employees, agents or sub-contractors; or for an act of fraud or any other of Your legal rights as a consumer.

#### 13. Force Majeure

- 13.1. We will not be liable for any failure or delay to perform Our obligations under this Agreement where a failure or delay results from any cause beyond Our reasonable control, including (but not limited to) causes such as: power failure, internet service provider failure, strikes or



other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, subsidence, acts or threats of terrorism, acts or threats of war, epidemics and any other similar event that is beyond Our control.

- 13.2. If any such events occur and are likely to affect the performance of any of Our obligations under this Agreement We will inform You as soon as is reasonably possible and Our obligations under this Agreement will be suspended during the period of such event(s). We will inform You when We are able to resume the Services and provide details of any new dates and times that will apply.
- 13.3. If such event(s) continues for a period longer than two weeks You shall have the right to cancel this Agreement but the cancellation shall not relieve You of the obligation to pay any outstanding fees that were due at, and prior to, the date of the event in question.

#### **14. Communications**

If You wish to contact Us, You may do so by telephone on 01296 655929 or by email at [admin@xyzmusicacademy.com](mailto:admin@xyzmusicacademy.com) Where You are required to contact Us in writing (as stated in various Clauses throughout this Agreement), You may do so by the following methods:

- by email at [admin@xyzmusicacademy.com](mailto:admin@xyzmusicacademy.com)
- by pre-paid post at XYZ Music Academy Ltd, Building 14, Westcott Venture Park, Westcott, HP18 0XB.

In all circumstances please be sure to include Your full contact details to enable Us to respond.

#### **15. Complaints and Feedback**

We always welcome Customer feedback and, while We always strive to maintain quality of service, We especially want to hear from You if You feel that You have cause for complaint. We have an established complaints handling procedure and will take special care always to engage with You on such matters. You may contact Us by any of the means described in clause 14 (Communications)

#### **16. Our Use of Your Personal Information (Data Protection)**

Personal information that We collect, such as Your name, address and bank or credit card details will be used and stored in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act will be observed in full. We may use Your personal contact information to Inform You of new products and services available from Us. You may request that We stop sending You this information at any time. In certain circumstances, for example, should You wish to pay for the Services against a credit agreement, We may, with Your consent, share relevant personal information with credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold Your personal information accordingly.

#### **17. Assignment**

We may transfer Our obligations and rights under this Agreement to another party, if for example, We sell Our business and if this happens We will inform You in writing. Your rights under this Agreement will not change and the party to whom We transfer Our obligations will



be bound by these terms.

**18. Third Party Rights**

This Agreement is exclusively between You and XYZ and it is not intended that any other person (third party) will be entitled to enforce any provision of this Agreement. For Your information the technical reference for this provision is the “Contracts (Rights of Third Parties) Act 1999.

**19. Severability**

If any term of this Agreement is declared void or illegal, it shall be deleted and the remainder of this Agreement shall continue in force with the substitution of legal terms that approximate as closely as is legitimate to the terms declared void or illegal

**20. Amendment**

We reserve the right to amend these terms of business from time to time and the amended version together with the issue date will be posted upon Our website at which point they shall be deemed the prevailing terms of business.

**21. Governing Law and Jurisdiction**

This Agreement and the relationship between You and XYZ shall be governed by and construed in accordance with English Law and any dispute or claim which cannot be resolved between us shall be subject to the jurisdiction of the courts of England and Wales.