



Terms & Conditions V-10/2020

 [drumwise.co.uk/terms-and-conditions/](https://www.drumwise.co.uk/terms-and-conditions/)

August 26, 2020

This legally binding agreement is made between DrumWise and the Individual “you, client, student, school”. References in these terms and conditions to DrumWise (or “we”, “us” and “our”) refer to Tom O. Mitchell, T.A DrumWise Drum Tuition, 5 Church Road, Otham, Kent ME15 8SQ.

A – GENERAL:

1 – General – This section applies to all types of lesson.

By taking or commissioning lessons with DrumWise, you agree to adhere to these terms and conditions. DrumWise reserves the right to alter, add and subtract from these terms and conditions at any time and the most up to date terms and conditions are available to view on our website www.drumwise.co.uk.

Please note that our office hours are 10am – 6pm Monday – Friday and any payments, applications, texts or emails received outside of these hours will be dealt with from the next working day.

DrumWise reserves the right to change lesson times/days with appropriate notice when necessary.

Fees are reviewed regularly and you will be informed of any changes in advance.

If lessons are being paid for by someone other than yourself, you are responsible for informing that person of our payment policies, deadlines etc., and relaying any communication with regard to re-booking or payments of any sort.

Lessons are non-transferable and must be attended by the person whose name they were booked in.

Clients must inform DrumWise of any updates to their contact details such as a new phone number or email address.

Gift vouchers are non-transferable and are valid for the amount of time stated on the voucher, subject to availability.

2 – Withdrawal of Service

DrumWise may at its own discretion refuse lessons to a client if it is felt that the client’s behaviour or the behaviour of those associated with the client is unreasonable.

3 – Equipment

Any careless damage (not normal wear and tear) to any of DrumWise's property is chargeable to the person causing the damage. Lessons may be ended early, with the full fee still being retained if the student is thought to be abusing or mistreating DrumWise property or equipment

We recommend that students wear ear protection at all times during lessons and students that do not comply do so at their own risk.

4 – Teachers

Whilst it is our policy that we endeavour to ensure you always have the same teacher, we cannot guarantee this as teachers fall ill, leave etc. Also, the nature of our training, we may occasionally need to have a new teacher teaching your lesson. Unfortunately we can't always give advance warning when this may happen and, whilst we always try to limit it, it is a necessary part of our commitment to quality. In the unlikely event that the regular teacher cannot attend the lesson it may be necessary to substitute with another DrumWise teacher.

5 – Force Majeure

DrumWise accept no responsibility if we are unable to carry out any provision of these terms for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, epidemic, pandemic, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

6 – Personal Information

Your personal information will be stored on our database and you will be automatically added to our marketing emails. If you don't wish to be part of these emails you will be able to unsubscribe at any time by using the link at the bottom of the email.

Under no circumstances do we rent, trade or share your address or e-mail address with any other company for their marketing purposes without your consent.

7 – Material & Student Area

All DrumWise material (including digital and physical worksheets, backing tracks of any kind, videos, slogans and logos) remain the property of DrumWise at all times.

DrumWise hereby grants you a non-exclusive, non-transferable right to access and use the DrumWise materials for your own personal purposes during the period of your

lessons. You shall not: a) create derivative works of the materials (including any translation); b) remove, obscure, or change: an author's name or affiliation; DrumWise's or its licensor's copyright notices, policies, disclaimers, terms or other means of identification; c) systematically download or print any part of the materials; d) knowingly permit any third party to access or use the materials; e) include, mount or distribute any of the materials in other works (other than legally permitted quotations with an appropriate citation); or f) distribute the materials for commercial use. Your use of any materials for which perpetual access is hereby granted, is subject to the provisions of this Agreement, which shall continue to apply to your use of any materials following termination or expiry of this Agreement.

DrumWise accepts no responsibility if you incur any loss or damage as a result of using materials outside the scope of these terms and conditions. Nor does DrumWise accept any responsibility in respect of any third party products or services referred to or linked to in any materials. DrumWise is not responsible for, and is not liable to you if you suffer or incur, any loss as a result of matters beyond its reasonable control such as, by way of example (and not limited to), the provision or performance of public or private communications networks, internet services and/or connections, acts of god, industrial action, terrorist attack or threat.

8 – Exclusion of Liability

In the absence of any proven negligence, lack of due diligence or breach of duty by DrumWise the participation of you, your spouse/partner, child or those in whose care you have placed your child for the purpose of attending or observing lessons is done so entirely at your and their own risk.

9 – Invoicing

Payments should be made within 30 days of the invoice date, unless agreed and/or stated otherwise. Payments after this time will incur a late payment fee of 15% which will be invoiced separately. Further late fees will be invoiced if payments aren't made.

Automated invoice reminders will be sent for all overdue invoices.

Cheque payments are not accepted for studio lessons. Payment by cheque from any school or organisation will be subject to a £20 administration fee. If you wish to pay by cheque please make it out to: Tom Mitchell.

10 – Cooling Off Period

- The student 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 10 (b) below. This means that during that cooling off period, if the student changes his/her mind or decides for any other reason that he/she does not want to receive the lesson(s), the student can notify DrumWise of his/her decision to cancel the agreement and receive a refund for any lessons paid for but not received prior to that cancellation.

- The student's cooling off period starts from the date of this agreement and ends 14 days later. To cancel the agreement the student must inform DrumWise of their decision by a clear statement (e.g a letter sent by post or an e-mail). 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. If you cancel this contract during the cooling off period, we will reimburse you all payments received from you unless you requested us to begin the performance of services during the cooling off period. We will make reimbursement no later than 14 days after the day which we are informed about your decision to cancel this contract. If you requested us to begin the performance of services during the cancellation period (by ticking the box when booking), you shall pay DrumWise for the lesson(s) provided. Likewise, if you booked the lesson(s) while on our premises then the cooling off period doesn't apply.

B – STUDIO LESSONS:

10 – Booking

Lessons must to be paid for when they are booked and lesson slots are not confirmed until DrumWise has received payment.

If students wish to book their next lesson at the end of a session, this time must be factored into the lesson time, otherwise it will cause the teacher to run late.

11 – Priority Booking

Priority booking is given to reliable students who have the same lesson slot every week. Students who have been offered and have agreed to priority booking will be booked in for 4 weeks at a time and need to inform DrumWise with as much notice as possible but with at least 48 hours notice when they are unable to attend a slot. Failure to do this will result in the lesson fee being retained. If a student regularly starts to miss or cancel lessons, they will lose their booking priority and the slot may be given to another student.

Once priority booking has been arranged the next week's lesson may be booked verbally with the student. It is the responsibility of the parent/guardian/carer to inform us with the relevant notice if the lesson isn't required for any reason.

If a lesson is missed for any reason (e.g due to illness, a holiday or cancellation) it is up to the student or parent/guardian/carer of the student to contact DrumWise and arrange the next lesson. Payments are only valid for six months from the date of payment, after which they may not be used towards a lesson.

12 – Regular Payments

We may ask to set up a regular payment/recurring invoice if we don't see the parent/guardian/carer of a student on a regular basis. This means that card details will be saved securely (by our merchant, Square) to be used when lessons are booked.

An initial invoice will be sent out which will need to be paid, and once card details have been entered you must tick the box allowing us to securely store your payment details on file. Payment for the next lesson(s) will then be taken from this card when a previously agreed reserved lesson slot is confirmed, which will usually be the week before.

If a lesson is rescheduled to be on a different day to normal, the payment will still be taken on the usual recurring invoice day.

You can choose to remove your card details at any time, but it is the responsibility of the parent/guardian/carer to make sure that lessons are still paid for when they are booked.

13 – Reminders

Some students do not have the same lesson slot every week so please make sure you book your lesson and remember your time. It is the student's or their parent's/guardian's/carer's responsibility to arrive on time to the booked lesson.

If you have agreed to receiving messages from us, a reminder will be sent out 24 hours before the lesson is due to take place. However, DrumWise is not responsible for reminding students about their lessons.

14 – Cancellations

Cancellation for any reason with less than 48 hours notice will result in the full lesson fee being charged.

No extra time will be given at the end of a lesson for any reason (such as students arriving late). During the DrumWise Studio's opening hours, students arriving early may wait in the waiting area before their lesson. If the shutter is down or the front door is locked, please wait until your lesson start time before attempting to contact DrumWise.

Students may wait to be collected in the waiting area after their lesson has finished provided it is within the Studio's opening hours. Any late collection over 15 minutes will be chargeable at our usual lesson rate.

DrumWise is not responsible for students outside of their booked lesson times. It is the parent's/guardian's/carer's responsibility to make sure that they collect their child on time.

It is sometimes necessary to leave students unattended in the studio or waiting area for short periods. Please let your teacher know if your child can't be left unattended for any period. We regret that we are unable to consider adverse weather conditions local to yourselves preventing you from attending a scheduled lesson.

15 – Property

DrumWise is not responsible for any loss of personal items while on the premises.

Vehicles & contents are left on our property at the owner's risk and DrumWise is not responsible for any damage or loss, although CCTV is in operation at all times on the DrumWise premises.

16 – Media

Sometimes it is necessary to film or photograph students, either as part of a performance or to help monitor progress. By having lessons with us you agree to this. It is the responsibility of the parent, guardian, carer, student to inform DrumWise if they don't wish to be filmed or photographed.

All videography and photos remain the property of DrumWise and may be used for promotional and marketing purposes.

C – SCHOOL LESSONS:

17 – General

If there is a shortfall in the number of lessons given due to teacher absence or start date of lessons, the remaining lessons will be carried over to the following term. If we decide that this is not feasible, a refund will be given for the missed lesson(s).

If lessons start mid-term then students may receive double lessons to put them in line with the start of term or may be invoiced for a different amount of lessons to bring them in line with the start of the next term

If the DrumWise teacher attends the school and cannot start or carry out the full lesson due to a fault of the school (e.g. not being able to access the school or drum room, fire drill, lack of equipment, exams etc. the lesson will still be charged for. Equally, if there is a room change on the day of lessons, it is up to the student to speak to a member of music staff to find out where the lessons are being held.

Students should speak to their head of music or music teacher if they have any queries about when and where the lessons are being held.

If a student misses a lesson for any reason (due to illness, a school trip, exam, school work or a similar reason), DrumWise will not refund the lesson fee. When plenty of notice has been given, DrumWise will endeavour to reschedule lessons, but this is not guaranteed and is at DrumWise's discretion. DrumWise does not send reminders to students about their lessons times.

If lessons are due to take place on a day when the school closes due adverse weather conditions, heating/power failure or similar, the lessons will still be charged for. If the DrumWise teacher cannot attend because of adverse weather conditions then the lessons will be made up.

DrumWise is also under no obligation to refund lessons that may be missed due to local adverse weather when the venue and environs are safe and accessible and lessons are held. We regret that we are unable to consider adverse conditions local to yourselves preventing you from attending a scheduled class.

If there is an inset/development day on the same day that lessons are due to take place, we recommend that the student or the parent inform the DrumWise teacher directly. In the event that DrumWise has not been informed by either the student or the head of music and arrives as normal to give lessons when the school is closed, lessons will be charged for as normal.

With regards to the points above, DrumWise recommends you seek reimbursement from the school.

Payments are only valid for six months from the date of payment, after which they may not be used towards lessons.

Students will normally need to leave their school lesson to attend the drum lesson. Depending on the school's system, teachers should be made aware of this beforehand and excuse students to attend their drum lesson. It is not the responsibility of DrumWise to inform the school or the school teachers about drum lessons.

There may be a rota system in place that enables students to vary which lesson is missed each week. The rota will be displayed on the music department notice board for students to check their drum lesson times. However, because lessons days and times are subject to change you will be informed of any changes in advance by email and times that are emailed are final. Students should take notice of emailed times over times that are put up by the school or that are on the music notice board, as these can become incorrect.

If a student decides to or needs to leave their drum lesson before the end for any reason, even if the lessons are running late, the remaining lesson time will not be made up.

No lessons will be given unless full payment has been received, unless previously arranged. Please make sure that DrumWise has received funds that are cleared in time for the first lesson – do not send the student to their lesson with payment.

Once a timetable or rota has been sent out, the times are final and cannot be changed. Unfortunately, what seems like one simple request is an impractically huge administrative task when spread across several students.

18 – School Lesson Deposit

A deposit of £20 will be added to the initial lesson fee (not including our Taster Lessons) which will be retained until lessons come to an end. Upon termination of lessons, subject to the appropriate amount of notice being given, this deposit will either be returned to the client or put towards a lesson(s).

19 – School Lesson Cancellation

If you do not wish lessons to continue please inform DrumWise with a term's (or five weeks) written notice sent by email to: info@drumwise.co.uk. Failure to give enough notice will mean your initial deposit will be kept by DrumWise. If we do not receive a response to a request for payment or an invoice reminder within 7days, we will assume you do not want lessons to continue and your lesson deposit will be retained.

20 – School Shared/Group Lessons

Sometimes it is necessary to postpone, shorten or consolidate classes if there isn't a large uptake.

If your preferred lesson partner does not apply for lessons at a similar time or at all, you will be put with another student who is in the same position. Alternatively you will be given half the amount of time stated individually until a suitable lesson partner can be found.

21 – School Taster Lessons

Taster lessons are for new students only and will consist of five lessons over consecutive weeks unless otherwise agreed. The timetable, once sent out, is final.

Once the student has completed these five lessons they will need to choose a regular lesson option to continue or inform DrumWise that they no longer wish to continue with lessons.

Taster lessons are subject to our school lesson deposit of £20 which is added to the initial lesson fee and will be retained until lessons come to an end.

No lesson fee refunds will be given for taster lessons under any circumstances (due to illness, a school trip, exam, school work or a similar reason).

D – SCHOOL FUNDED:

22 – General

DrumWise aims to deliver five weeks of lessons during a school term unless otherwise agreed.

As school terms vary in length this can affect the number of lessons given. If there is a shortfall in the number of lessons due to teacher absence, the lesson(s) will be carried over to the following term or double lessons may be given. If DrumWise deems that this is not feasible, a refund will be given for the missed lesson(s).

If the DrumWise teacher attends the school and cannot start or complete the lesson due to a fault of the school (for example, being unable to access the school or drum room, fire drill, lack of equipment, exams etc.) the lesson fee will still be charged.

If the pupil misses a lesson for any reason, no refund will be given. If the teacher is running late and the student(s) do not wait for the teacher to arrive, the lesson fee will still be charged. DrumWise will inform the school if the teacher is unable to attend.

The DrumWise teacher can only stay at the school for the pre-booked length of time. No extra time will be given for any reason other than due to a fault of the teacher and this will be at DrumWise's discretion.

If there is an inset/development day on the same day that lessons are due to take place, we recommend that the school informs the DrumWise teacher directly. In the unlikely event that DrumWise has not been informed by either the school, the student or the head of music and arrives to give lessons when the school is closed or students are absent, lessons will be charged as normal. DrumWise requires one week's notice of any timetable changes. Although we will do our best to reschedule lessons, we cannot guarantee it.

If lessons are booked on a day when the school closes due to adverse weather conditions, heating/power failure or similar, the lesson fee will still apply. If the DrumWise teacher cannot attend because of adverse weather conditions then the lessons will be carried forward.

DrumWise may need to change the lesson time or day but we will give the school at least one week's notice.

It is the responsibility of the school to obtain the payment from the student according to their agreement if necessary.

In the unlikely event that the regular teacher cannot attend the scheduled lesson(s) it may be necessary to substitute with another DBS checked DrumWise teacher.

Students may need to leave school classes to attend DrumWise lessons. Depending on the school's system, teachers should be made aware of this in advance so they may excuse the student to attend their drum lesson. There will usually be a rota system in place that enables the student to vary which lesson is missed each week. The rota will be displayed on the noticeboard in the music department for students to check their drum lesson times.

If necessary, DrumWise will keep a register of students' attendance and inform the appropriate member of staff of any poor attendance. It is the responsibility of the school to ensure lesson slots are allocated to students, that they are made aware of their lesson and that they attend their lessons regularly and on time.

If the school wishes to have progress reports written this must be agreed before lessons commence and will be factored into the overall cost. Failing this, writing reports will be charged at the hourly rate of lessons.

Where possible DrumWise will endeavour to attend any training sessions arranged by the School that they deem necessary, however our attendance is not guaranteed due to timetabling issues. It is the responsibility of the school to ensure that the allocated room

for drum lessons is tidy and all necessary equipment is present and set up. Any delay in lessons due to lack of equipment is the responsibility of the school and will not be made up.

Lessons are invoiced per term and are payable by the date stated on the invoice. A late payment fee will be charged if this deadline is missed. Further late fees will be invoiced if payments aren't made.

Fees are reviewed each term and may change.

Unless otherwise agreed, ten weeks notice (two terms) is required for any change to the length of time DrumWise is required at the school or for any cancellation. If the school wants to stop lessons after the prepaid time please inform DrumWise with the required notice. Without the required notice, the school will still be required to pay for the initially agreed (invoiced) amount of time for the whole term, without tuition taking place.

A probationary period of one term may be arranged during which time this contract can be terminated by either party. The timetabled lessons will still be delivered by DrumWise and paid for by the school. If this is the case it will be confirmed by Email.

23 – EQUIPMENT HIRE:

Any equipment owned by DrumWise is for DrumWise lesson use only and should not be used without the supervision of a DrumWise teacher.

DrumWise reserves the right to access equipment during reasonable school opening hours.

Any damage to or theft of equipment that has been left at the school is the responsibility of the school and the school will be liable for any replacement costs incurred.

DrumWise is not responsible for any injury obtained when using its equipment.

Any deposit paid will be returned to the client upon termination of lessons, subject to our equipment being in acceptable condition when it is returned to DrumWise.

DrumWise will decide what is deemed to be acceptable condition.

24 – LESSONS AT LOCATIONS OTHER THAN THE DRUMWISE STUDIO:

Any lessons carried out at a premises not owned or run by DrumWise are at the student's own risk. DrumWise is not responsible or liable for any damage (be it indirect, special, incidental damages (including but not limited to damages for loss of business, loss of profits, interruption to the like)) injury or loss obtained.

25 – ONE OFF GROUP CLASSES:

One-off and group classes are to be paid for in advance and are non-refundable.

26 – LESSONS AT THE DRUMWISE STUDIO WITH VISITING TEACHERS:

It is the responsibility of the student/parent/guardian to ensure that they are satisfied with the credentials of any guest teacher that they or their child take lessons with.

Although DrumWise ensures as far as possible that guest teachers or performers will adhere to their high standards of teaching and conduct, please note that as a visitor, guest teachers are not required to have a DBS check and are operating under their own guidelines.

E – VIRTUAL LESSONS:

27 – Cancellations

Cancellation for any reason with less than 48 hours notice will result in the full lesson fee being charged.

28 – Internet Connection

Students are to make sure they have a stable internet connection before the start of the virtual lesson. Any disconnections or connection issues will be included in the lesson time.

29 – General

No extra time will be given at the end of a virtual lesson for any reason (such as students logging on late). If the teacher tries to initiate the lesson and there is no answer from the student, two further attempts will be made to make contact, after this the lesson will be abandoned and is still chargeable.

The virtual lesson must not be recorded unless otherwise agreed.

F – TERMS APPLICABLE TO ALL SCHOOLS BEING USED AS A VENUE FOR LESSONS

General

- In consideration of DrumWise providing lessons to its Students, the School agrees to comply with the terms of this agreement.
- The School acknowledges that DrumWise has a contractual arrangement with the Students and that DrumWise is reliant upon the School's compliance with the terms of this agreement in order to satisfy our obligations to those Students. The School shall indemnify DrumWise in respect of any and all losses, costs, expenses, claims and/or demands of any kind arising from the School's failure to comply with the terms of this agreement.
- DrumWise requires 10 week's notice (excluding school holidays) from the school if they wish to cease lessons or change the length of time that DrumWise is teaching at the school. Either the School or DrumWise may terminate this Agreement on giving a notice in writing to the other.

1 – Access to Premises

Throughout the Term of this agreement, the School will allow DrumWise such access to the Premises as is reasonably required for the purpose of providing the Lessons. DrumWise shall use such rights of access for the purpose of providing the Lessons only. Our right of access will terminate immediately upon termination of this agreement, howsoever arising.

The School shall use all reasonable endeavours to provide DrumWise with a classroom, or other such suitable location on the Premises, from which DrumWise can provide the Lessons. The School shall not be required to provide the same location for each Lesson, but shall notify DrumWise of the location of each lesson not less than 48 hours prior to the scheduled start time of such Lesson.

If the DrumWise teacher attends the school and cannot start or complete the lesson due to a fault of the school (for example, being unable to access the school or drum room, fire drill, lack of equipment, exams etc.) the lesson fee will still be charged to the student and we will recommend that they seek reimbursement from the school.

If there is an inset/development day on the same day that lessons are due to take place, we recommend that the School informs the DrumWise teacher directly. In the unlikely event that DrumWise has not been informed by either the school, the Student or the head of music and arrives to give lessons when the School is closed or Students are absent, lessons will be charged as normal. DrumWise requires one week's notice of any timetable changes.

If lessons are booked on a day when the School closes due to adverse weather conditions, heating/power failure or similar, the lesson fee will still apply. If the DrumWise teacher cannot attend because of adverse weather conditions then the lessons will be carried forward.

It is the responsibility of the School to ensure that the allocated room for drum lessons is tidy and all necessary equipment is present and set up. Any delay in lessons due to lack of equipment is the responsibility of the School.

2 – Availability of Students

The School shall use all reasonable endeavours to ensure that Students are available for and permitted to attend Lessons.

3 – Limitation of Liability

Nothing in this agreement shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

Subject to clause 3.1, DrumWise shall under no circumstances whatsoever be liable to the School, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement.

4 – Force Majeure

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.

5 – Timetabling

If necessary, DrumWise will keep a register of students' attendance and inform the appropriate member of staff of any poor attendance. It is the responsibility of the School to ensure pupils attend their lessons regularly and on time.

DrumWise may need to change the lesson time or day but we will give the School 2 weeks notice.

In the unlikely event that the regular teacher cannot attend the scheduled lesson(s) it may be necessary to substitute with another DBS checked DrumWise teacher.

6 – Equipment Hire/Loan

Any equipment owned by DrumWise is for our lesson use only and should not be used without the supervision of a DrumWise teacher.

Any damage to or theft of equipment that has been left at the School is the responsibility of the school and the school will be liable for any replacement or repair costs incurred.

DrumWise is not responsible for any injury obtained when using its equipment unless due to equipment failure.

Any equipment loan deposits will be returned to the School upon termination of lessons, subject to our equipment being in an acceptable condition when it is returned to us or collected by us.

DrumWise reserves the right to access equipment during reasonable School opening hours.

7 – Training

Where possible DrumWise will endeavour to attend any training sessions arranged by the School that they deem necessary, however our attendance is not guaranteed due to timetabling issues.