



Terms & Conditions November 2020

These terms and conditions form the basis of the contract between HHMUSIC LLP, trading as HOT HOUSE MUSIC and Customers. Customers are subject to and agree to be bound by these terms and conditions.

Definitions that apply

Hot House Music Schools means the social enterprise partnership HHMUSIC LLP which provides the Music Services and its music schools. References to "HHMUSIC LLP"/"we"/"our" are to Hot House Music;

Customer means any individual to whom HHMUSIC LLP supplies tuition at its music schools. "Customer" includes the parent/legal guardian of the Customer where the Customer is under the age of 18. References to "you"/"your" are to the Customer;

Due Date means the date outlined in any correspondence regarding payment or re-booking;

Ensembles means the group learning activity provided by HHMUSIC LLP to the customer;

Lesson(s) means the peripatetic instrumental/vocal lessons to be provided by HHMUSIC LLP to the Customer;

Music School/Hub means the venue at which the Lessons/Ensembles/Recording are provided.

Price means the charge for the services as set out in the Terms and on the website. All charges are exempt from VAT;

Personal Data means the information HHMUSIC LLP collects from the Customer to be able to provide its services, all of which are subject to the HHMUSIC LLP GDPR policy;

Product Note means the contract information received upon completion of an order and contains all relevant details pertaining to "missed lessons/sessions" and is sent to the Customer by email. It is the Customers responsibility to ensure that the correct email address is attached to the order and Customer account;

Recording means the music technology sessions provided by HHMUSIC LLP to the Customer;

Refund means the policy HHMUSIC LLP adopts concerning termination of subscription;

Stripe means the online payment processor operated by HHMUSIC LLP

Subscription means the monthly payment method for Lessons/Ensembles/Recording/Touring provided by HHMUSIC LLP to the Customer;

Teacher(s) means any practitioner engaged by HHMUSIC LLP to deliver music Lessons/Ensembles/Recording/Touring;

Terms means the terms set out in these terms and conditions of business and the terms and conditions as set out on the HHMUSIC LLP website;

Tours means the international educational trips delivered by HHMUSIC LLP to the Customer;

Year means the twelve-month period of Lessons/Ensembles/Recording/Touring the Customer has signed up to receive from HHMUSIC LLP;

Changes to Terms

Once the subscription has commenced, any changes to these Terms are valid only if agreed between HHMUSIC LLP and the Customer. We may update these terms and conditions by sending you either an updated version or notification of minor changes. Should you choose not to accept these changes please notify us of your non-acceptance within 14 days of notification, otherwise, the changes will take effect;

Booking Your Lessons/Ensembles/Recording/Touring

Lessons - Specialist peripatetic instrumental/vocal tuition is provided through 38 weekly Lessons throughout the year. These are delivered as part of a rolling twelve-month programme from the time of booking. Please be aware that lessons can be offered or delivered throughout the year but are subject to the available timetables set within each school. We aspire to deliver all of these lessons during the academic year, however due to circumstances beyond our control including school closures, INSET days or COVID lockdowns, we may be required to deliver "make-up" lessons during a school holiday through our online digital platform. Terms and Conditions pertaining to "missed lessons" are to be found in the Product Note;

Ensembles - Specialist Ensemble tuition is provided through 35 weekly sessions throughout the year. These are delivered as part of a rolling twelve-month programme from the time of booking. Please be aware that ensembles may be offered or delivered during August as a response to the available timetables set within each school. Terms and Conditions pertaining to "missed sessions" are to be found in the Product Note;

When registering up for Lessons/Ensembles/Recording/Touring, HHMUSIC LLP will work with the Customer to identify the day, time and availability for the activity being sought. Where HHMUSIC LLP are able to accommodate requests, an offer for Lessons/Ensembles/Recording/Touring will be made by email with information about the registration process that needs to be followed to secure the registration. Should HHMUSIC LLP be unable to accommodate a tuition request, HHMUSIC LLP will retain your details so you can be kept informed about future availability;

Once initial payment for Lessons/Ensembles/Recording/Touring has been registered, new customers will receive a "welcome" initiated by our Communications Manager providing additional information ahead of the first Lesson/Ensemble/Recording/Tour and an invitation to follow and subscribe to all of our Social Media platforms;

Our educational ethos is to maintain the long-term relationship and consistency of teachers and students. However, HHMUSIC LLP reserves the right to change Teachers for reasonable reasons e.g. retirement, maternity, long term absence, delivery of "make-up" sessions etc. Customers therefore contract with HHMUSIC LLP to provide Lessons/Ensembles/Recording/Touring and not for specific Teachers;

Where HHMUSIC LLP need to change the Teacher for any reason, the Customer will be notified accordingly;

HHMUSIC LLP will not accept verbal, abusive, sexist, racist, homophobic behaviour towards any of its staff or students and as such reserve the right to cancel the subscription for Lessons/Ensembles/Recording/Touring with immediate effect;

Personal Data

HHMUSIC LLP will use the Customer's name(s), address, telephone number, email address and payment details (your Personal Data) to process your booking. We will only use your Personal Data in accordance with our GDPR policy. We will not share any personal data with any 3rd parties;

HHMUSIC LLP reserve the right to "record and observe" all sessions, in line with its Safe-guarding policy, to ensure that we are able to monitor and improve our child protection, research and development and teacher training.

During the registration process you consented to the use of "recordings" for publicity, news articles and social media. Please make known any circumstances where the sharing of materials may not be appropriate. Whilst we will aspire to adhere to this information, HHMUSIC LLP cannot guarantee that recordings (particularly of group sessions) may not end up in the public domain, therefore, it is a risk that has to be managed by the Customer;

Contact

Telephone: 03303 200 880

Email: info@hhmusic.co.uk

Post: HHMUSIC LLP, 10 Havenbault Avenue, Littleover, Derby, DE23 4BJ

Lesson Costs

All Debut and Superstar lessons and derivative of, are charged at a rate of £36.00 per hour/per Lesson;

Music tuition provided as part of HHMUSIC LLP's music schools can only be booked as a rolling twelve-month programme of 38 Lessons and/or 35 Ensembles. Customers are not permitted to book individual Ensembles;

Payment is by monthly subscription and made by the Customer via an automatic recurring payment through the HHMUSIC LLP website: www.hhmusic.co.uk for a twelve-month period. The first payment is to be made by the Customer to register for their Lesson/Ensemble/Recording/Touring booking. Thereafter, further monthly payments of the same amount will be scheduled for the same date in each month of the Year. Further information and details about how to initiate the automatic recurring payment will be provided to the Customer during the registration process;

Payment can be made using either a credit or debit card through the HHMUSIC LLP website using a secure payment gateway operated by Stripe and you are agreeing to activation of the automatic recurring payment;

Please note recurring payments will be debited against the card details provided by the Customer at the point of securing the Lesson/Ensemble/Recording/Touring booking. If for any reason a card payment should fail the Customer will receive a notification email advising there has been a problem with the payment e.g. the card has expired. If card details change, or should you want to switch payment to another card, you can either manage subscription payment details within your HHMUSIC LLP Customer account or contact the office for assistance in making any required changes. Please note it is the Customer's responsibility to ensure that the card details are correct, if a subscription is suspended due to an expired card, Lessons/Ensembles will be suspended with immediate effect as stated above;

When card payments have been received, both HHMUSIC LLP and the Customer will receive email confirmation that the request has been processed successfully. You are always welcome to contact us should you be unsure of any details. Your legal rights are not affected;

If the Lessons/Ensembles 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. HHMUSIC LLP are only legally required to communicate with the subscriber;

Refunds, Suspensions, Failed Payments and Cancellations

Once you have subscribed for Lessons/Ensembles/Recording/Touring it is the Customer's responsibility to ensure that all methods of communication are kept up to date. Should the Customer cancel a subscription, the delivery of Lessons/Ensembles/Recording/Touring will be ceased with immediate effect without direct notice to the Customer;

It is the Customer's responsibility to cancel subscriptions for Lessons/Ensembles/Recording/Touring once they have chosen to terminate their activity with HHMUSIC LLP, should the customer fail to cancel their subscription HHMUSIC LLP will not be required to offer a refund;

When responding to a School Closure or COVID Lockdown HHMUSIC LLP will not offer a Refund for any aspect of the subscription for Lessons/Ensembles/Recording/Touring;

If you cease to attend Lessons/Ensembles but do not cancel your subscription through your Customer account (www.hhmusic.co.uk), you will continue to be charged for Lessons/Ensembles/Recording/Touring as normal and HHMUSIC LLP will not be required to offer you a refund;

HHMUSIC LLP is under no obligation to provide a refund in the event of Customer absence or failure to attend a Lessons/Ensembles/Recording/Touring for example due to sickness, holidays, school trips, exams, medical appointments, COVID lockdown, NHS isolation, school closures or excessive traffic. HHMUSIC LLP require notification of absence of a lesson prior to 48 hours before the scheduled session. Where this is received HHMUSIC LLP will offer an alternative "online" lesson with a qualified member of staff by means of replacement. HHMUSIC LLP are not obliged to offer a physical face to face replacement;

In cases of bad/adverse weather, HHMUSIC LLP will not refund missed Lessons/Ensembles/Recording/Touring where the Music School remains open and is safe and accessible and HHMUSIC LLP staff are available to teach;

If HHMUSIC LLP are unable to deliver the full 38 Lessons (through face to face or online) for the Customer within the agreed twelve-month period or on a pro rata basis from the commencement of the subscription, a refund will be issued for any Lessons not provided;

If HHMUSIC LLP are unable to deliver the full 35 Ensembles (through face to face or online) for the Customer within the agreed twelve-month period or on a pro rata basis from the commencement of the subscription, a refund will be issued for any Lessons not provided;

HHMUSIC LLP will make every effort to collect the subscription, however, should a Lesson/Ensemble/Recording/Touring payment fail, all of these activities will be suspended with immediate effect until the subscription is renewed. The HHMUSIC LLP system will automatically try to collect the subscription payment within 72 hours of the failed payment;

Complaints

If you are dissatisfied with any aspect of the Lessons/Ensembles/Recording/Touring, level of customer service or our performance of this agree-

ment, please set out your complaint in writing to the Communications Manager by post or by email (see above). Any determination made by HHMUSIC LLP arising from the Terms shall be final;

Exclusion of Liability

HHMUSIC LLP does not accept liability for loss or damage to Customers' instruments or personal possessions. It is your responsibility to arrange appropriate insurance for these items;

Behaviour

All Customers are expected to behave in a responsible and courteous manner at all times within the Music School and to attend Lessons/Ensembles/Recording/Touring. Poor attendance, disruptive or anti-social behaviour may result in tuition being withdrawn with immediate effect. No refunds will be issued in such circumstances;

Teachers

All Teachers are highly qualified and subject to HHMUSIC LLP's rigorous safeguarding and engagement checks;

HHMUSIC LLP monitors quality and provides continuing professional development for all staff. Observation of Teachers' work for routine performance management may take place during your Lesson. This is non-intrusive to the Lesson/Ensemble content, pace or flow;

Safeguarding and Risk Assessments

HHMUSIC LLP is committed to the highest standards in promoting the welfare of children and adults and protecting them from harm at all times;

HHMUSIC LLP is committed to:

- Protecting children and adults who receive our services;
- Ensuring that all members of staff are properly trained (minimum level 1) and supported in safeguarding;
- Ensuring that all Teachers and staff have Enhanced DBS clearance checks;
- All staff have a responsibility to provide a safe environment in which individuals can learn;

We recognise that some children, young people and adults may be the victims of neglect, physical, sexual or emotional abuse and that HHMUSIC LLP staff, by virtue of their knowledge and contact with these individuals, are well placed to identify and report such abuse so individuals may be effectively supported as appropriate;

All staff are required to follow the HHMUSIC LLP safeguarding policy which is in line with all regional Child Protection Policies. In addition, all HHMUSIC LLP staff have access to appropriate training and briefings on a regular basis. To follow correct procedures is a statutory requirement, and failure to do so will be treated as gross misconduct;

HHMUSIC LLP has a number of (level 3) trained Designated Safeguarding Leads (DSLs) to whom confidential enquiries relating to safeguarding may be made, these are detailed in the Safe-guarding policy on www.hhmusic.co.uk;

Should a Customer have any concerns about an individual attending our Music Schools, please call the office on 03303 200 880 and ask to speak to the Communications Manager or a DSL;

HHMUSIC LLP only deliver face to face activity when safe and approved (by the DoE, MU, ISM, Environmental Control, Schools and Company Legals) to do so and as such conduct risk assessments for all Lessons/Ensembles/Recording/Touring. These are available upon request, subject to redactions under GDPR;

Supervision

HHMUSIC LLP only accepts responsibility for children/young people during actual Lesson and Ensemble time. At all other times, responsibility lies with the parents/guardians;

Teachers are not responsible for escorting children/young people to/from school venues Lessons/Ensembles/Recording;

Advanced Instruments

Where a standard model instrument is not suitable for the Customer, you will be notified and advised to source a more appropriate instrument yourself;

Resources

Customers may be required to purchase music books/scores and any relevant accessories as required to support their learning. As individual learning requirements are different please speak to your Teacher about any additional support materials that you may need. We recommend that all customers purchase or hire their instruments from: www.bbmusic.co.uk;

Examinations

HHMUSIC LLP run an annual programme of external examinations with ABRSM, Trinity College London, LCM and RockSchool;

Your Teacher will advise on the appropriate time and level of examination should you wish to pursue formal instrumental/vocal attainment;

It is the customers responsibility to pay examination fees and to make arrangements for exam accompaniment and transportation as appropriate;

Copyright and Trademark

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