



INSPIRATIONAL
MUSIC
SINCE 2002

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

Social Enterprise

Hot House is a social enterprise that exists to positively transform the lives of young people through the transformative power of music. Governed by a CSR (Corporate Social Responsibility Policy) that enshrines the principle tenets of #access #nurture #employability #legacy in all that we deliver, **Hot House** provides WCET (Whole Class Ensemble Tuition), Lessons, Ensembles, Recording and International Touring opportunities.

Definitions

Hot House (Music Schools) means the social enterprise partnership **HHMUSIC LLP** which provides music services and its music schools. References to "**BEMBENO LLP**"/"we"/"our" are to Hot House Music; Customer means any individual to whom **BEMBENO 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. "Customer" can include the school/MAT and 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 **BEMBENO LLP** to the customer;

Lesson(s) means the peripatetic instrumental/vocal lessons to be provided by **BEMBENO LLP** to the customer;

WCET means whole class ensemble tuition provided within a curricular environment;

Music School/Hub means the venue at which the Lessons/Ensembles/Recording/Touring 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 **BEMBENO LLP** collects from the customer to be able to provide its services, all of which are subject to the **BEMBENO LLP** GDPR policy;

Recording means the music technology sessions provided by **BEMBENO LLP** to the customer;

Refund means the policy **BEMBENO LLP** adopts concerning termination of subscription;

Stripe means the online payment processor operated by **BEMBENO LLP**;

Subscription means the "pro rata" monthly payment method for Lessons/Ensembles/Recording/Touring provided by **BEMBENO LLP** to the customer;

Teacher(s) means any practitioner engaged by **BEMBENO LLP** to deliver music services including:

WCET/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 **BEMBENO LLP** website;

Tours means the international educational trips delivered by **BEMBENO LLP** to the customer;

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

Changes to Terms

Once the subscription has commenced, any changes to these Terms are valid only if agreed between **BEMBENO LLP** and the customer or, by an annual update at the start of each financial year (1st of April). 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 Activity – WCET/Lessons/Ensembles/Recording/Touring

WCET – Specialist whole class ensemble tuition is provided through 30 weekly sessions throughout the year and is validated through a Service Level Agreement;

Lessons - Specialist peripatetic instrumental/vocal tuition is provided through a minimum of 35 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 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. All "online" lessons are recorded for training and monitoring purposes. Hot House are obliged to offer a maximum of 2 alternative dates

for “catch-up” sessions;

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. When registering for Lessons/Ensembles/Recording/Touring, **BEMBENO LLP** will work with the customer to identify the day, time and availability for the activity being sought. Where **BEMBENO LLP** can 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 **BEMBENO LLP** be unable to accommodate a tuition request, **BEMBENO LLP** will retain your details so you can be kept informed about future availability. Students accessing **Ensemble** sessions are required to wear a “Hot House” top for security purposes. Students are advised to wear appropriate ear defenders during all sessions;

Once initial payment for Lessons/Ensembles/Recording/Touring has been registered, new customers will receive a “digital welcome” initiated by our **Support Team** (support@hhmusic.co.uk) providing additional information ahead of the first Lessons/Ensemble/Recording/Tour and an invitation to follow and subscribe to all our Social Media platforms;

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

Where **BEMBENO LLP** need to change the Teacher for any reason, the customer will be notified accordingly;

BEMBENO LLP will not accept verbal, abusive, sexist, racist, homophobic behaviour towards any of its staff or students or unexplained AWOL absences from educational activity that put the student or other students at risk and as such reserve the right to cancel the subscription for Lessons/Ensembles/Recording/Touring with immediate effect;

Personal Data

BEMBENO 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;

BEMBENO LLP reserve the right to “record and observe” all Lessons/Ensembles/Recording/Touring Sessions, in line with its safe-guarding policy ensuring that we can 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, **BEMBENO LLP** cannot guarantee that recordings (particularly of group sessions) may not end up in the public domain, therefore, it is a risk that must be managed by the customer;

Contact

Telephone: 03303 200 880

Email: support@hhmusic.co.uk

Post: **BEMBENO LLP**, Beekeepers Cottage, Darley Abbey Drive, Darley Abbey, Derbyshire, DE22 1EE

Lesson Costs

All Debut and Superstar lessons and derivatives of, are charged at a minimum rate of £40.00 per hour/per lesson;

Music tuition provided as part of **BEMBENO LLP**'s music schools can only be booked as a rolling twelve-month programme of a minimum of 35 lessons and/or 35 ensembles. Hot House is unable to facilitate “single” session bookings;

“Pro rata” payment is by monthly subscription and made by the customer via an automatic recurring payment through the **BEMBENO 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 **BEMBENO LLP** website using a secure payment gateway operated by Stripe and you are agreeing to activation of the automatic recurring payment. All subscriptions are processed through the Hot House website to record the appropriate consents;

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 **BEMBENO 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 **BEMBENO LLP** and the customer will receive email confirmation that the request has been processed successfully. You are 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 regarding re-booking or payments of any sort. Due to data protection guidelines, **BEMBENO LLP** are 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;

Hot House require a written notification of absence from a lesson, 48 hours prior to the planned absence, to be able to re-arrange the lesson within a reasonable timeframe.

When responding to an unplanned or unnotified School Closure, INSET or COVID Lockdown **BEMBENO LLP** will not offer a refund for any aspect of the subscription for Lessons/Ensembles/Recording/Touring and not be required to offer "make-up/catch-up" session;

If the customer ceases to attend Lessons/Ensembles but do not cancel their subscription through their customer account (www.hhmusic.co.uk), they will continue to be charged for Lessons/Ensembles/Recording/Touring as normal and **BEMBENO LLP** will not be required to offer you a refund. It is the customer's responsibility to cancel subscriptions for Lessons/Ensembles/Recording/Touring once they have chosen to terminate their activity with **BEMBENO LLP** by logging on to their account at www.hhmusic.co.uk and cancelling their subscription, Hot House are obliged to offer a refund and will only refund a maximum of one month's subscription at the discretion of the senior management team;

BEMBENO 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, breach of touring terms and conditions or excessive traffic. **BEMBENO LLP** require notification of absence of a lesson prior to 48 hours before the scheduled session. Where this is received **BEMBENO LLP** will offer an alternative "online" lesson with a qualified member of staff by means of replacement. **BEMBENO LLP** are not obliged to offer a physical face to face replacement;

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

If **BEMBENO LLP** are unable to deliver the full minimum amount of 35 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 "pro rata" refund will be issued for any lessons not provided;

If **BEMBENO 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 "pro-rata" refund will be issued for any lessons not provided;

BEMBENO LLP will make every effort to collect the subscription, however, should a Lesson/Ensemble/Recording/Touring payment fail, all these activities will be suspended with immediate effect until the subscription is renewed. The **BEMBENO 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 agreement, please set out your complaint in writing to the support team by post or by email (see above). Any determination made by **BEMBENO LLP** arising from the Terms shall be final;

Exclusion of Liability

BEMBENO 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

Customers and students are expected to behave in a responsible and courteous manner within the Music School and its activities "off-site" and to attend agreed Lessons/Ensembles/Recording/Touring. Going AWOL, 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 **BEMBENO LLP**'s rigorous safeguarding and engagement checks (Safer Recruitment);

BEMBENO 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

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

BEMBENO 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 **BEMBENO 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 **BEMBENO LLP** Child Protection Policy which is line with national Child Protection Policies. In addition, all **BEMBENO 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;

BEMBENO LLP has several (level 3) trained Designated Safeguarding Leads (DSLs) to whom confidential enquiries relating to safeguarding may be made, these are detailed in the Child Protection Policy on www.hhmusic.co.uk;

Should a customer have any concerns about an individual attending our Music Schools, please call the support team on 03303 200 880 and ask to speak to a Designated Safeguarding Lead (DSL);

BEMBENO LLP only deliver face to face activity when safe and approved (by the DoE, MU, ISM, Environmental Control, Schools and Company). Hot House conduct risk assessments for all Lessons/Ensembles/Recording/Touring, these are available upon request, subject to redactions under GDPR regulations;

Supervision

BEMBENO LLP only accepts responsibility for children/young people during scheduled lesson, ensemble and concert times. At all other times, responsibility lies with the parents/guardians, for the avoidance of doubt, this specifically means the times just before and after a Lesson/Ensemble and concert;

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

BEMBENO LLP run an annual programme of external examinations with ABRSM, Trinity College London, MTB, LCM and Rock School;

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 plan for exam accompaniment and transportation as appropriate;

Copyright and Trademark

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