



Terms and Conditions

Term Time Courses

1. Terminology

In these Terms the following definitions apply:

1.1 Term Time Course means a ten week course for Customers taking place during school term time.

1.2 Customer means a customer of The Strings Club, including the children of a customer who attends a Term Time Course.

1.3 Agreement means a legally enforceable understanding between two or more legally competent parties.

2. Taking Payment

2.1 Term Time Courses run for the whole academic year from either: September to July or January to July. When signing up to The Strings Club for the first time, details of the Term Time Course you are booked into, the dates, times and the venue will have been agreed with you in advance. All term dates and details are available on the "Dates for your Diary" page of our website: www.thestringsclub.org

2.2 You will receive an electronic receipt of your booking once your booking has been made. You are always welcome to phone us at the office should you be unsure of any details. Your statutory rights are not affected.

2.3 Payment for a Term Time Course can only be made via selected debit or credit cards. Payment via cash, cheque, or bank transfer are not accepted.

2.4 When you pay for a Term Time Course with your credit/debit card, your card details are stored on a secure online payment system. By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, you grant us a **continuous payment authority** to enable us to debit the card when necessary, i.e. upon re-booking, purchasing merchandise, booking another programme such as a Party or Holiday Camp.

Please Note - The Strings Club do not store your card details - they are held by a specialist card processing company which uses the highest level of transaction security (**PCI Level 1, SSAE 16, Safe Harbor**).

2.5 If you do not wish for us to be able to use your card details in this way, please inform us by either telephone, email or post. Please note that we cannot automatically rebook you onto the course for the next term without a **continuous payment authority**.

2.6 If the Term Time Course is 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.

3. Automatic Re-booking System

3.1 In order to give existing Customers priority for courses each term, we use an **Automatic Re-booking System**. This means that, unless you inform us that you either wish to change venue, day or time, or alternatively that you wish to stop altogether, we will rebook you onto the next course during the current term. We will notify you prior to any payments being deducted.

3.2 By granting us **continuous payment authority**, on or after the date we have specified for re-booking you authorise us to use the card details you have logged with us to debit the money due. If you have not granted us a **continuous payment authority** or have previously paid for your course by way of debit or credit card (online or via the phone), we will need to have received payment of the course fee for the next term from you by the date we have specified as the re-booking deadline otherwise you will not be re-booked into the course and we will not be able to guarantee your child a place.

3.3 If you grant us a **continuous payment authority** but you do not wish to be part of our re-booking scheme, please inform the office as soon as possible.

3.4 If you do not wish to be re-booked for any new term it is vital that you inform the office by the stated re-booking deadline. You can do this by either telephone, email or post. If you have granted us a **continuous payment authority** and you have not contacted us by the specified deadline your place will be re-booked and the refunds policy referred to below will apply.

3.5 You will not be re-booked if: **(a)** your current class date, time or venue need to change for any reason, **(b)** if you have not granted us a **continuous payment authority** and/or **(c)** you have informed us before the re-booking deadline date that you do not wish to re-book.

Discovery Days | Holiday Camps | Term Time Courses | Parties | School Music Support

www.thestringsclub.org | 0121 296 9204 | info@thestringsclub.org

The Strings Club is a Limited Company registered in England, no. 8289567
11 Art Haus, 80-82 Floodgate St, Birmingham, B5 5SR

4. Taking Payment - Enrolment

4.1 There are two ways to enrol your child onto a Term Time Course.

4.1a We offer a payment plan that includes an initial 30% payment to secure your child's place on a Term Time Course, followed by two installments of 35% each.

4.1b If a 30% payment has been placed, the remainder of payment will be taken automatically from your debit or credit card in line with the payment plan.

4.2 You can make payment in full.

5. Taking Payment - Re-enrolment

5.1 Around Week 10 of each Term Time Course we send you details of your course for the following term via email. This will detail the venue, dates and times of the course during the next term, the cost of the course.

5.2 If you have granted The Strings Club a **continuous payment authority** a 30% payment will be debited in line with the relevant, specified deadline. If a 30% payment has been placed, the remainder of payment will be taken automatically from your debit/credit card in line with the selected payment plan.

5.3 Otherwise you can make payment in full.

5.4 If you do not wish for your child to be re-enrolled for the subsequent term it is vital that you inform Head Office by the relevant, specified deadline by telephone, email or post.

6. Default

6.1 If:

(i) you fail to make a payment on the date it is due to be paid;

(ii) any information provided by you, or on your behalf in connection with this Agreement is incorrect;

(iii) for any reason we do not have a valid payment plan instruction and you have failed to cooperate with us to correct this;

(iv) you fail to observe or perform any material provision contained in this Agreement and you have failed to correct this within a reasonable time of us requesting you to do so;

(v) for any reason the security constituted hereby is or becomes unenforceable and you have failed to cooperate with us to correct this, we will assume that you cannot or will not comply with the terms and conditions of this Agreement, and we will be entitled, on or after the date specified in any notice required by the Act to be served on you, to end this Agreement and/or demand repayment of the balance outstanding under this Agreement and all charges and arrears due (if any) less any rebate to which you may be entitled under the Act. We will request that your child's place on our Term Time Course is cancelled.

6.2 If your payment fails for any reason you will be informed within 7 calendar days and any missed payment must be paid.

6.3 If your payment has not been received after the 7 calendar days, we have the right to cancel your child's place on their Term Time Course and a £5 administrative fee will apply.

7. Changing Class Day, Time, or Venue

7.1 As time progresses the class size may reduce. Once a class has become too small to function properly we will need to merge it with another class.

7.2 If the merging of your child's class with another class results in a change of time, or venue, we will endeavour to give you as much notice as possible.

7.3 Should your child no longer be able to make their Term Time Course we will do our utmost to accommodate switching to a suitable alternative class.

7.3a We reserve the right to determine what constitutes a suitable alternative class.

7.3b Should a suitable alternative class not be available our *Refunds and Cancellations* policy applies.

8. Refunds and Cancellations

8.1 As a new Customer to The Strings Club Term Time Courses, you have a right to cancel at any time prior to 14 days before your first class begins and we will refund your money.

8.1a Should you cancel within 14 days prior to the commencement date (up to 5:00pm the evening before) we will issue a refund minus a *minimum* £30 cancellation charge.

8.2 As an existing Customer, if you do not wish to be re-booked onto a Term Time Course for the next term, you must notify us before the specified re-booking date and in accordance with the "Booking" section above. If you cancel a booking for the next term at any time after the re-booking date has passed but prior to the course commencing, we will issue a refund minus a *minimum* £30 cancellation charge.

8.3 The Strings Club is under no obligation to refund the cost of the fees in the event that your child is unable to attend part of or the entire course for any reason, unless otherwise specified above.

8.4 We regret that we are unable to offer an alternative for missed lessons. Unfortunately, what seems like one simple request is an impractical administrative task when spread across all of our hundreds of children.

8.5 In the event of your child's absence we will endeavour, where possible, to provide you with an electronic copy of the relevant *Practice Makes Perfect Guide* and worksheets from any missed lessons.

8.6 In the event that your child's teacher is unavailable we will endeavour, where possible, to provide a replacement and inform you that the class will be taken by a cover teacher.

Discovery Days | Holiday Camps | Term Time Courses | Parties | School Music Support

www.thestringsclub.org | 0121 296 9204 | info@thestringsclub.org

**The Strings Club is a Limited Company registered in England, no. 8289567
11 Art Haus, 80-82 Floodgate St, Birmingham, B5 5SR**

8.7 In the event that a cover teacher is not available we will endeavour, where possible, to reschedule the lesson. The lesson will typically be rescheduled for the same day and time of the week following the originally scheduled end of term.

8.7a In the event of us having to cancel a lesson we will credit your card within 5 working days of the end of the term.

8.8 In the event that a venue is unavailable, we will endeavour, where possible, to reschedule the lesson.

8.8a The lesson will typically be rescheduled for the week following the scheduled end of term lesson.

8.8b Should it not be possible to reschedule the lesson The Strings Club will refund the value of the missed lesson.

8.8c In the event that the venue is unavailable on a longer term basis (i.e. in excess of a week) The Strings Club will refund the unused balance of the course fees.

9. Instrument Hire

9.1 If the request to hire an instrument is received up to one week prior to the commencement of Week 1 then the availability of an instrument is guaranteed.

9.1b If the request to hire an instrument is received less than one week prior to the commencement of Week 1 then the availability of an instrument is not guaranteed.

9.2 Should you hire an instrument the associated *Instrument Hire - Terms & Conditions* apply.

10. Valuables

10.1 All property left at a Term Time Course and all property (including prams) left in entrance halls or outside, is left at your own risk. The Strings Club Ltd cannot accept any responsibility for the loss or damage of any personal possessions.

11. Illness

11.1 Should your child or the adult taking your child to a Term Time Course have, or develop, any known or suspected medical condition, you must please consult your doctor before bringing them to a Term Time Course and inform our office either via email or phone. All information received is treated in confidence and with sensitivity.

11.1a Never bring your child to a Term Time Course if they have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.

11.2 In the instance of sickness and diarrhoea your child must have been clear of all symptoms for at least 48 hours before attending a lesson.

11.3 Our Term Time Course Leaders or Venue Managers may refuse entry to the class if they reasonably believe that your child is not well enough to participate.

12. Adverse Weather

12.1 The Strings Club is under no obligation to refund lessons that may be missed due to local adverse weather when the venue and environment are safe and accessible and lessons are held. We regret that we are unable to offer automatic refunding or rescheduling of lessons in the event of adverse conditions local to yourselves preventing you from attending a scheduled class.

13. Behaviour

13.1 The Strings Club may, at its own discretion, refuse enrolment or re-enrolment of a child on a Term Time Course if it is felt that the behaviour of the child or those associated with the child is unacceptable.

14. Exclusion of Liability

14.1 In the absence of any proven negligence, lack of due diligence or breach of duty by the self-employed contractors, The Strings Club Ltd., or office staff employees, the participation of you, your spouse/partner, child or those in whose care you have placed your child for the purpose of attending The Strings Club Term Time Courses is done so entirely at your and their own risk.

15. Safeguarding

15.1 The Strings Club is dedicated to the safeguarding and welfare of all children in their care. Our Policies and Procedures can be viewed and downloaded from our website. If you have a question or concern regarding child welfare, contact the Head Office immediately.

16. Changes to Terms and Conditions

16.1 From time to time we may update these terms and conditions by sending you either an updated version or notification of minor changes. You are free to not accept these changes but we would ask you to notify us in writing of your non-acceptance within 14 days of receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

Discovery Days | Holiday Camps | Term Time Courses | Parties | School Music Support

www.thestringsclub.org | 0121 296 9204 | info@thestringsclub.org

**The Strings Club is a Limited Company registered in England, no. 8289567
11 Art Haus, 80-82 Floodgate St, Birmingham, B5 5SR**