

Terms and Conditions (Effective: December 1, 2024)

1. Lesson Cancellation and Rescheduling Policy

1. 72 Hour Notice Requirement

As of December 1, 2024, a minimum of 72 hours' notice is required to cancel or amend a lesson. If the required notice is not provided, the full fee for the lesson will be due, regardless of the reason (e.g., illness, emergencies, or unforeseen circumstances). This ensures fairness and consistency for both students and tutors, as last-minute changes disrupt schedules.

2. Cancellation via Email or Phone

Cancellations must be made via email or phone call only. Any cancellation notifications sent via Facebook, WhatsApp, or SMS will not be acknowledged and will not count toward the cancellation notice period. It is the customer's responsibility to ensure that cancellations are communicated through the accepted methods.

3. Student Portal Cancellations

For students using the student portal to cancel lessons, the system will provide instant feedback if the cancellation notice period is insufficient. This allows students to take immediate action if the required notice has not been met.

4. Alternative Slot Offers

If a student cancels a lesson with less than 72 hours' notice, Guitar Academy may, at its discretion, offer an alternative slot in the same week to mitigate the cancellation. This option is subject to availability and can only be provided if the schedule permits. Once accepted, the rebooked lesson will be final, and the original cancellation policy (72 hour notice) will no longer apply. Any cancellation or amendment of this rescheduled lesson will require full payment regardless of the circumstances.

5. Rescheduled Lesson Policy

If a lesson is rescheduled by Guitar Academy and honored within the same week, the original cancellation policy does not apply. Any changes to this rescheduled lesson, including cancellation or amendment, will result in full payment being due, irrespective of notice provided or attendance.

6. Tutor Cancellations

In the rare event that a tutor needs to cancel a lesson, reasonable notice, where possible, will be provided. Customers will be notified via SMS and/or email as soon as the cancellation is confirmed. The lesson will then be rescheduled at a mutually convenient time for both the student and the tutor. There will be no charge for lessons canceled by the tutor.

7. Force Majeure (Acts of God)

In the event of extreme weather, natural disasters, or other unforeseen circumstances that disrupt Guitar Academy's ability to operate or prevent students from attending their lessons, the cancellation policy will not apply. In such cases, updates will be provided on our website and social media. Students should check these platforms regularly during such events for any information related to lesson cancellations or rescheduling.

2. Repeated Cancellations and Booking Policies

1. Three or More Consecutive Cancellations

If a student cancels three consecutive lessons, the fourth lesson must be paid for in advance as a non-refundable deposit. This fourth lesson is also exempt from the cancellation policy and will be fully billable even if canceled or amended. This policy is designed to prevent ongoing disruption to lesson schedules and ensure commitment from students.

2. Repeated Cancellations Policy (Regular Slots)

At Guitar Academy, we understand that sometimes lessons need to be cancelled, and we appreciate notice being given in line with our 72-hour cancellation policy. However, to maintain fairness and schedule stability for all students and tutors, we reserve the right to remove or reassign a regular lesson slot if cancellations become frequent, even if notice is provided.

We define "frequent cancellations" as three or more cancellations within any rolling 8-week period.

If this threshold is reached, we will notify the client and may offer:

- A move to ad hoc bookings (non-regular slots, subject to availability),
- A different regular slot if available, or
- The option to continue lessons without a reserved time.

3. Payment Terms and Outstanding Balances

1. Outstanding Balances

All lesson fees are due within 7 days of invoicing. If an invoice remains unpaid after this period, a late payment charge of 20% of the total outstanding balance will be applied. This late fee will be applied every 7 days until the balance is fully resolved.

10.1 Administrative Fees for Payment Reminders

In addition to our 20% late payment charge applied to overdue invoices, Guitar Academy reserves the right to apply an administrative fee of £5 per follow-up communication (including phone calls, letters, or emails) when we are required to chase unpaid invoices. This fee reflects the administrative time and costs incurred when following up on missed payments. These charges will be added to the outstanding invoice total and must be paid in full before future lessons can continue.

1. Unpaid Lessons

If two lessons remain unpaid, all future lessons will be automatically canceled until the outstanding balance for those lessons is settled. Lessons may only be rebooked once full payment has been received.

2. Declined Card Payments

If a card payment is declined by our system, the issue must be resolved within 7 days. If the payment is not rectified within this period, the next scheduled booking will be canceled until the outstanding payment is successfully made. Lessons may only be rebooked once full payment has been received.

3. Third-Party Debt Recovery

Guitar Academy reserves the right to pass on customer details to a third-party debt recovery

service in cases where an outstanding balance has not been resolved within a reasonable time frame. This measure will only be taken as a last resort to recover the debt owed.

4. Lent Items

Any items lent by Guitar Academy to students must be returned within the agreed lending period. If an item is not returned on time, the full retail value of the item will be charged to the student's account. If the retail value is not recovered within a reasonable time frame, debt recovery procedures will apply, and customer details may be passed on to a third-party service to recover the amount owed.

5. Payment Methods

Payments can be made via bank transfer, credit card, or debit card. All payments must be completed before the lesson or at the time of collection for any outstanding balances. Payment terms may be amended based on agreements between the customer and Guitar Academy.

4. Communication and Marketing

1. Contact Permissions

By using Guitar Academy services, you agree that we may store and use your contact details (including email, phone number, and postal address) for the purpose of communicating with you regarding lesson bookings, payments, and any promotional offers. These communications may be sent via SMS, email, phone, or post.

2. Inactive Customer Promotions

If you become an inactive customer (i.e., you no longer have any scheduled lessons or outstanding balances), Guitar Academy may continue to send you promotional offers via email. Customers have the right to opt out of these communications at any time by following the instructions included in the promotional emails.

3. Account Closure

If you wish to close your account with Guitar Academy, you must notify us directly. Before your account is closed, you must ensure that all outstanding balances are settled. Once the account is closed, no further promotional materials will be sent unless you re-enroll in our services.

5. Additional Terms

1. Changes to Terms

Guitar Academy reserves the right to modify or amend these terms and conditions at any time. Any changes will be communicated to customers in writing (either via email or the student portal) before they come into effect. It is the customer's responsibility to review any changes and ensure they remain in compliance with the updated terms.

2. Dispute Resolution

In the event of any dispute or disagreement regarding these terms and conditions or the services provided by Guitar Academy, we encourage customers to contact us directly to resolve the issue. We are committed to addressing concerns promptly and fairly.

6. Chichester Centre

1. Applicable Terms

All terms outlined in this document apply equally to lessons delivered at the Chichester centre, unless otherwise stated. Guitar Academy reserves the right to adapt timetables, venues, or teaching staff at the Chichester centre. Any changes will be communicated in advance where possible. Students attending the Chichester centre are responsible for their own travel and punctuality. Missed lessons due to travel delays will not be refunded or rescheduled.

7. Group Lessons

1. Course-Based Enrolment

Group lessons at Guitar Academy (including those at the Chichester centre) are sold as a course rather than on a lesson-by-lesson basis. Payment for the full course is required in advance to confirm enrolment.

2. Refund and Cancellation Policy (Group Lessons)

Group courses are non-refundable once the course has commenced. If a student misses a group session, no replacement, credit, or refund will be offered, as lessons continue regardless of individual attendance. In exceptional circumstances (e.g., serious illness, relocation), Guitar Academy may, at its discretion, consider partial credits for future services, but this is not guaranteed.

3. Tutor or Academy Cancellations

If Guitar Academy cancels a group session, a replacement session will be offered where possible. If this cannot be arranged, a proportionate refund or credit may be applied.

4. Minimum Numbers

Group courses require a minimum number of students to run. If this minimum is not met, Guitar Academy reserves the right to cancel or postpone the course. In such cases, a full refund or course credit will be provided.

5. Behaviour and Conduct

Group sessions rely on cooperation and mutual respect. Disruptive behaviour may result in removal from the course without refund.

6. Alternative Provision if Groups Are Not Filled

In the event that a group course does not meet the minimum number of participants, Guitar Academy may, at its discretion, allow enrolled students to receive one-to-one or smaller group tuition at no additional cost. This arrangement will continue only until such time as additional students join the course. If further students enrol, the sessions will revert to a group format. The change in format does not alter the overall fee structure of the course.

By engaging in services provided by Guitar Academy, you agree to abide by these terms and conditions.