

Terms of Service

1. Sessions

a) Individual sessions

The Teacher will give the lessons either at The Yards, 10 Market Street, Kettering, NN16 0AH or online via Zoom. If the session is to happen on the same day and time at regular intervals then the agreement will be confirmed in writing and signed by Beccy Hurrell Voice & Arts Limited and the Pupil (or the Pupil's parent or carer).

b) Group sessions

The Teacher will give the lessons either at The Yards, 10 Market Street, Kettering, NN16 0AH or online via Zoom. Group sessions that are signed up to as memberships then the agreement will be confirmed in writing and signed by Beccy Hurrell Voice & Arts Limited and the Pupil (or the Pupil's parent or carer).

c) Ad-hoc sessions

The Teacher will give the lessons either at The Yards, 10 Market Street, Kettering, NN16 0AH or online via Zoom. The date and time of each lesson will be agreed in advance of each lesson by the Teacher and the Pupil (or the Pupil's parent or carer). The agreement should be confirmed in writing.

2. Payment of fees

a) Individual sessions

The Pupil (or the Pupil's parent or carer) will pay for each lesson before the day of the lesson.

b) Group sessions

The Pupil (or the Pupil's parent or carer) will pay for each group session before the day of the session.

Group sessions that are signed up to as memberships are payable as a set monthly fee and this fee will be taken by direct debit from the card you used when you signed up for these sessions. Any sessions that are missed will not be credited.

c) Ad-hoc sessions

The Yards, 10 Market Street, Kettering, Northamptonshire NN16 0AH

t: 01536 691540 e: hello@bhva.co.uk w: www.bhva.co.uk

The Pupil (or the Pupil's parent or carer) will pay for each lesson on or before the day of the lesson.

3. Missed lessons

a) Individual sessions

Beccy Hurrell Voice & Arts Limited will charge for any scheduled lessons which the Pupil does not attend, unless either i) the Pupil (or the Pupil's parent or carer) has given Beccy Hurrell Voice & Arts Limited at least 48 hours' written notice or ii) the Teacher chooses not to do so because of exceptional circumstances. If the Beccy Hurrell Voice & Arts Limited cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) receiving a replacement lesson or (ii) receiving a refund of the lesson fee.

b) Group sessions

Group sessions that are booked as memberships will not be eligible for any credits if a session is missed by the Pupil or cancelled by Beccy Hurrell Voice & Arts Limited.

For group sessions that are 'pay as you go' Beccy Hurrell Voice & Arts Limited will charge for any sessions the Pupil has been booked on and does not attend. If Beccy Hurrell Voice & Arts Limited has to cancel a scheduled session for 'pay as you go' the Pupil (or the Pupil's parent or carer) may choose another session time.

4. Examinations, competitions and public performances

The Pupil will not be entered for any examination, competition or public performance without the prior consent of both the Teacher and the Pupil (and the Pupil's parent or carer, where applicable).

5. Termination of tuition

(a) This Agreement may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect.

(b) Where fees are not paid on time, Beccy Hurrell Voice & Arts Limited reserves the right, entirely at their discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil or Pupil's parent or carer. This right to terminate is without prejudice to any other rights Beccy Hurrell Voice & Arts Limited may have.

(c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory. Such termination will take effect immediately, except that if a lesson is scheduled to take place within 48 hours of notice being given by the Pupil or the Pupil's parent or carer, that lesson must be paid for.

6. Conduct

If the Teacher, in his or her reasonable opinion, feels unable to continue tuition on account of unreasonable conduct by the Pupil or anyone connected with the Pupil, the fees for any outstanding lessons will not be refundable.

7. Communication between the parties

For the purposes of Conditions 1 and 3 written notice may be given on paper, by email or by SMS text message, provided that, in the case of an SMS text message, the recipient acknowledges receipt of the text. For the purposes of Conditions 5 and 8 any written notice, statement or agreement must be recorded on paper or by email (and not by SMS text message).

8. Changes

- (a) Any changes to these Terms of Service must be confirmed in writing and signed and dated by both Beccy Hurrell Voice & Arts Limited and the Pupil (or the Pupil's parent or carer).*
- (b) If Beccy Hurrell Voice & Arts Limited chooses to waive any right or remedy under these Terms of Service or otherwise (for example, if the Teacher chooses to waive fees for any lessons which the Pupil does not attend) this shall not mean that he or she must do so in future or that he or she waives any other rights or remedies, unless agreed in writing in accordance with Condition 8(a) above.*

9. Governing law and jurisdiction

These Terms of Service shall be subject to the laws of the jurisdiction of the location for the lessons (specified above) and the signatories to these Terms of Service agree that any dispute relating to the subject matter of these Terms of Service shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.