

## OUR TERMS AND CONDITIONS FOR OUR ONLINE LESSONS

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### OUR TERMS

#### 1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services ("**Online Services**") and musical instruments ("**Instruments**") to you through our site <https://www.rocksteadymusicschool.com/> ("**Site**")
- 1.2 **Why you should read them.** Please read these terms carefully before you sign up to our Site. These terms tell you who we are, how we will provide the Online Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2 Information about us and how to contact us

- 2.1 **Who we are.** We are Rocksteady Music School Limited a company registered in England and Wales. Our company registration number is 08111026 and our registered office is at Bohunt Manor, Portsmouth Road, Liphook, Hampshire, GU30 7DL. Our registered VAT number is GB 156252612 ("**we**" or "**us**").
- 2.2 **How to contact us.** You can contact us by writing to us at [info@rocksteadymusicschool.com](mailto:info@rocksteadymusicschool.com) or at Bohunt Manor, Portsmouth Road, Liphook, Hampshire, GU30 7DL.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "**Writing**" includes emails. When we use the words "**writing**" or "**written**" in these terms, this includes emails.

#### 3 Our contract with you

- 3.1 **How to place an order.** In order to purchase any of the Online Services you must hold an existing account with us and complete the following form: <https://form.jotform.com/RocksteadyMusic/liveonlinelesson>, stating your instrument preference, lesson type, preferred day and time and contact information. We will endeavour to provide a lesson that meets all of these preferences and email you to confirm acceptance of your request.

- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it and to confirm that we will take payment via the Direct Debit details you have previously provided, at which point a contract will come into existence between you and us.
- 3.3 **If an Instrument is part of your order.** If you order an Instrument as part of your order, we will take payment for the Instrument on behalf of Normans (Burton-upon-Trent) Limited, a limited company registered in England under 0707581, whose registered address and main trading address is Third Avenue, Centrum 100, Burton-upon-Trent, Staffordshire DE14 2WD ("**Norman's**").
- 3.4 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this promptly and we will not charge you.
- 3.5 **Multiple orders.** Where your order consists of multiple online lessons, each individual lesson will be treated by us as a separate offer to purchase. Acceptance of your offer to buy one or more lessons will not be acceptance by us of your offer to purchase any other lessons which make up your order.
- 3.6 **We only sell to the UK.** Our website is solely for the promotion of our Online Services in the UK.

## 4 Our Services

- 4.1 **Online Services.** A description of the Online Services together with the details of the available online music lessons ("**Online Lessons**") are available on our Site <https://form.iotform.com/RocksteadyMusic/liveonlinelesson>. We will provide the Online Services with reasonable care and skill in accordance with the description set out on our Site.
- 4.2 **Supply of Instruments.** Any Instruments that form part of your order will be supplied by Norman's and the terms of sale for the Instruments can be found here [www.normans.co.uk/topic/termsofsale](http://www.normans.co.uk/topic/termsofsale)

## 5 Our rights to make changes

- 5.1 **Minor changes to the Online Services.** We may change any part of the Online Services:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the use of the Online Services.
- 5.2 **More significant changes to the Online Services and these terms.** In addition, as we informed you in the description of the Online Services on our Site, we may make the following changes to these terms or the Online Lessons, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

## 6 Providing the Online Services

- 6.1 **When we will provide the Online Services.** We will supply the Online Services to you until the Online Services are completed or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
- 6.2 **We are not responsible for delays outside our control.** If our delivery of the Online Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Online Lessons you have paid for but have not yet received.

- 6.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Online Services to you, for example, name, age and details of instrument. If you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Online Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.4 **Reasons we may suspend the supply of Online Services to you.** We may have to suspend the supply of the Online Services to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the Online Services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the Online Services as requested by you or notified by us to you (see clause 5).
- 6.5 **Your rights if we suspend the supply of Online Services.** We will contact you in advance to tell you we will be suspending supply of the Online Services, unless the problem is urgent or an emergency. You may contact us to end the contract for the Online Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 consecutive weeks and after you end the contract we will refund any sums you have paid in advance for the Online Services not provided during that suspension period.
- 6.6 **Failure to attend an Online Lesson.** If the student does not attend to any Online Lesson booked by you and you fail to notify us of their non-attendance in advance, you will not have the right to cancel this Online Lesson and we will not refund you for that Online Lesson under any circumstances.
- 6.7 **Partial attendance of an Online Lesson.** If you have purchased an Online Lesson for a student and the student has already attended all or part of the Online Lesson then you will have no right to cancel your order and you will not receive a refund for that Online Lesson.
- ## 7 Providing the Instrument and Instrument Returns
- 7.1 **Delivery Costs.** The costs of delivery will be as displayed to you on our Site.
- 7.2 **When we will provide the Instruments.** Norman's will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 7.3 **We are not responsible for delays outside our control.** If the supply of the Instrument is delayed then Norman's will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Instruments you have paid for but not received.
- 7.4 **If you want to return an Instrument.** All Instruments belong to Norman's and any returns can be made within 30 days. Any returns made within 14 days will be collected free of charge and after 14 days you will have to pay for the collection of the Instrument. You must follow Norman's returns process set out at [www.normans.co.uk/topic/cs\\_returns](http://www.normans.co.uk/topic/cs_returns).
- 7.5 **Tell Norman's about returns/warranty issues.** Norman's support team are the point of contact for any returns/warranty issues, they can be reached via email on [support@normans.co.uk](mailto:support@normans.co.uk) or by calling 01283 535 333 or through their live chat function on their website [www.normans.co.uk](http://www.normans.co.uk). You will need to quote your order number and Norman's support team will be able to help advise with the next steps. Each enquiry will generate a unique ticket ID, so that all threads of correspondence are easily traceable.

7.6 **Collection.** Once a return of an Instrument has been agreed, Norman's support team will book a collection of the goods with Parcelforce, which shall be free of charge during the first 14 days/for agreed warranty issues otherwise this will be charged to you as an additional cost. You will receive a collection timeslot via text and/or email on the day. You will be advised on suitable packing materials for their instruments, as this is your responsibility. Norman's always recommend keeping the original packaging handy for around 6 months.

7.7 **Exchange of Instrument.** Once the Instrument has been received by Norman's and inspected, Norman's would either arrange for a prompt repair or a replacement to be sent to you within 5 working days.

7.8 **Refunds.** Once Norman's have confirmed a valid return of the Instrument to us, we will be able to process a refund for the Instrument.

## 8 Your rights to end the contract

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- (b) If you have just changed your mind about the Online Services, see clause 8.3. You may be able to get a refund if you are within the 14-day cooling-off period, but this may be subject to reasonable deductions to cover administrative costs;
- (c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Online Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to these terms which you do not agree to (see clause 5.2);
- (b) there is a risk that the delivery of the Online Services may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the Online Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 consecutive weeks; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Online Services, once these have been completed, even if the cancellation period is still running.

8.5 **How long do I have to change my mind?** If you have you bought Online Services (for example, Online Lessons)? If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Online Services you cannot change

your mind, even if the period is still running. If you cancel after we have started the Online Services, you must pay us for the Online Services provided up until the time you tell us that you have changed your mind.

- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Online Services is completed when we have finished providing the Online Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for the Online Services not provided but we may deduct from that refund (reasonable compensation for the net costs we will incur as a result of your ending the contract).

## 9 How to end the contract with us (including if you have changed your mind)

- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by calling our customer service team on 0330 113 0330 or email us at [info@rocksteadymusicschool.com](mailto:info@rocksteadymusicschool.com). Please provide your name, your phone number and email address.

- 9.2 **How we will refund you.** We will refund you the price you paid for the Online Services by the method you used for payment. This can include crediting your account to offset against future charges. However, we may make deductions from the price to cover the administrative cost of managing the cancellation.

- 9.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then, your refund will be made within 14 days of your telling us you have changed your mind

## 10 Our rights to end the contract

- 10.1 **We may end the contract if you break it.** We may end the contract for the Online Services at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Online Services, for example, name, age, details of instrument (if any) and any medical conditions for the student attending the Online Lessons;
- (b) you or the student you have booked to attend the Online Lessons act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Rocksteady Music School, any band leader or other employee who provides the Online Lessons; and
- (c) you commit a material breach of these terms.

- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for the Online Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 11 If there is a problem with the Online Services

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the Online Services, please contact us. You can call our customer service team on 0330 113 0330 or write to us at [info@rocksteadymusicschool.com](mailto:info@rocksteadymusicschool.com) or at Bohunt Manor, Portsmouth Road, Liphook, Hampshire, GU30 7DL.

- 11.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Online Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your order is for online services, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## 12 Price and payment

- 12.1 **When you must pay and how you must pay.** Payment will be made via Direct Debit on the 1<sup>st</sup> working day of each month. Payment is collected in advance where possible, however the first payment may be collected in arrears. We will collect using the same Direct Debit details you have provided previously.

- 12.2 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 12.3 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 13 Our responsibility for loss or damage suffered by you

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

- 13.3 **We are not liable for business losses.** We only supply the Online Services for domestic and private use. If you use the Online Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 14 How we may use your personal information

- 14.1 **How we may use your personal information.** We will only use your personal information (including the personal data of you child) as set out in our <https://www.rocksteadymusicschool.com/privacy-policy/>.

- 14.2 **Recording our online lessons.** We are committed to providing your child with a safe and secure environment in which to learn. We therefore record all of our online lessons for safeguarding purposes. In addition, we use these recordings for quality control and training

purposes to ensure that your child gets the best possible experience when learning with us. We shall only use these recordings for those purposes that we have identified above and we rely on our legitimate interests as a business to do so. For more information, please see our <https://www.rocksteadymusicschool.com/privacy-policy/>. Other than where a safeguarding or training issue arises, all recordings are deleted after 14 days. We are able to provide non-recorded lessons for parents wishing to object. If you would prefer a non-recorded lesson, please contact [info@rocksteadymusicschool.com](mailto:info@rocksteadymusicschool.com)

## **15 Other important terms**

15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

15.2 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Online Services in the English courts.