

Terms and Conditions of Lessons

This website is owned and operated by The Artist (otherwise referred to as the 'Artist', "we", "our" or "us"). These terms and conditions apply to all bookings you, the customer ("you" or 'client', 'student', 'parent', 'guardian'), place with us via this website and constitute the entire and only agreement between us.

Please read these terms and conditions carefully before making a booking on any of the services displayed on our website ("Services"). You should understand that by booking any of the Services displayed on our website, you agree to be bound by these terms and conditions.

Use of our Website

The Client's and students use of our site is governed by our **Terms and Conditions of Website Use**. Please take the time to read these, as they include important terms which apply to you. We reserve the right to remove access to this website (and the Services) in respect of anyone who does not comply with the above terms of use. In such circumstances no refund shall be made in respect of Services that are no longer accessible.

Lessons

- To book Lessons you must contact danileiepiroddiguitarist@gmail.com and agree on a time and date with the Artist.
- Payments can be made in cash, card, cheque or via PayPal.
- Payments can be made in advance, on the day or within 3 days of the lesson. Delay in payment will incur a charge of 25%.
- Lessons can be either weekly or fortnightly.
- Students are encouraged to come weekly as fortnightly half hours are considered to be of minimal benefit to the Student.
- The full year of teaching is 42 weeks in total with 2 weeks off at Christmas, 2 weeks in Easter and 4 weeks break in the summer (August) running from September to August each year. However, additional lessons can be booked during the holidays if prior agreement has been made in writing to The Artist.
- Some physical contact with Students may be required to correct stance and technique.
- Lessons offered are either 1 hour or 45 minutes in length, normally depending on The Artist 's assessment of the Student's ability and age.
- If a Student is absent from a lesson no refund or credit will be given.

Disclosing & Barring Service

The Artist has an up to date certificate issued by the Disclosing & Barring Service, following an enhanced check. He will be able to produce this if the client requests it.

Student's responsibilities

The Client shall, if it is the Student, and, if not, the Client, shall the use their reasonable endeavours to procure that each Student shall:

- Attend all lessons booked.
- Practice regularly as advised by the Artist using the practice sheets provided or sent via email.
- Look after, clean and maintain their instruments.
- Look forward to and be prepared for lessons.
- Arrange drop off and pick up with the Client if lessons are taking place outside the Student's home.

Client's responsibilities

- Inform the Artist of any special needs or requirements the Student has prior to the first booked lesson.
- Support home practice and contact the Artist regularly.
- Ensure the Student's attendance at lessons unless for good reason.
- Notify the Artist of any known absences in advance.
- Ensure that The Artist has an appropriate quiet room and space to carry out the lessons.
- Pick up the Student at the end of the lesson if the lesson is taking place at The Artist 's location. If the Student is under 18 and the Client does not pick up the student the Artist will not be responsible for the students safety outside his home.

Complaints

If the Student or Client are not happy with the lessons, they will need to put this in writing to danielepiroddiguitarist@gmail.com If the matter cannot be resolved, or an agreement reached, then the 'client' and 'artist' should seek legal advice.

Termination

The Artist has the right to cease teaching any Student, at any time after, during or at the end of a Course at their sole discretion. Any lessons outstanding at the time of termination by will be refunded in full.

The Client may terminate the lesson/s at any time by giving the Artist not less than two (2) weeks written notice.

Written notice should be sent to danielepiroddiguitarist@gmail.com

Refunds and credits

Refunds or credits are paid only in the following circumstances:

- Refunds or credits are available when, due to the absence or unavailability of the Artist.

Events Outside Our Control

The Artist will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under these Terms that is caused by an Event Outside Our Control.

If an Event Outside Our Control takes place that affects the performance of The Artist will contact the Client as soon as reasonably possible to notify the Client of the event; and

Where the Event Outside our Control affects the Artist lesson to the Client, the Artist will restart the lesson as soon as reasonably possible after the Event Outside Our Control is over.

Either party may cancel the Agreement if an Event Outside Our Control takes place and lasts longer than eight weeks.

Limitation of Liability

Save to the extent permitted by law, we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility from any amount or kind of loss or damage arising out of or in connection with your use of the Services.

We do not exclude or attempt to limit in any way our liability:

- for personal injury or death resulting from our negligence;
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability; or
- for fraud or fraudulent misrepresentation.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

We will perform and deliver the Services with reasonable care and skill. We do not give any other representation, warranty or undertaking in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes and do not guarantee any specific results from the performance/s.

Privacy

Please refer to our Data Privacy Policy on our website for a full copy of our **Privacy Policy** and information on how your personal information will be handled and processed by us.

Data protection statement

We comply fully with the requirements of the Data Protection Act 1998. We are committed to a policy of protecting the rights and privacy of individuals in accordance with the Act. Any personal information that we collect from you is collected and used fairly, stored safely and securely and not disclosed to any third party unlawfully.

If you do not understand any part of these Terms and Conditions, please call or email us at danielepiroddiguitarist@gmail.com or seek legal advice before agreeing to them and confirming a booking.

To book a lesson please contact us at danielepiroddiguitarist@gmail.com