



## TERMS AND CONDITIONS

**1. Basis of contract:** These terms and conditions and our prices are considered by us to set out the whole agreement between you (**Student**) and The Music Rooms Antrim Limited (company number NI621578) and the Music Rooms Ballymena Limited (company number NI621575) (**The Music Rooms**) for the provision of music lessons (**Lesson**) to the Student (**Agreement**).

**2. Term:** The Agreement takes effect on the date of the first Lesson provided to the Student by The Music Rooms (**Start Date**) and will, subject to condition 4 overleaf, continue for a period of four weeks from the Start Date (**Initial Term**) and thereafter automatically for periods of four weeks (**Additional Term**) unless terminated by either Party giving not less than 48 hours' notice prior to a Lesson to terminate the Agreement at the end of the Initial Term, or, as the case may be, the relevant Additional Term.

**3. Price:** The Music Rooms will provide the Student with one thirty minute Lesson per week at a price of £48 for each period of four weeks; one fifteen minute Lesson per week at a price of £24 for each four week period; one thirty minute Lesson every other week at a price of £24 for each four week period (**Fee**). The Fee shall be payable by recurring card payment from a credit or debit card the details of which have been provided to The Music Rooms prior to the Start Date. Such payment shall be taken unilaterally by The Music Rooms for the Initial Period prior to the date of the first Lesson and thereafter every four weeks in respect of each Additional Term. The Music Rooms' fees are subject to review from time and to time and any changes will be published at [www.music-rooms.com](http://www.music-rooms.com) and/or communicated in advance to the Student by email.

**4. Absence/Unavailability:** 4.1 The Fee shall be reduced by the pro-rata Fee for each individual Lesson where: 4.1.1 the Student is unable to attend the relevant Lesson and they have provided The Music Rooms with at least 24 hours' prior notice of being unable to attend and the relevant Lesson is not rescheduled for an alternative time (provided that the Student has a sufficient holiday allowance); or 4.1.2 The Music Rooms is unable to provide the relevant Lesson or provide a rescheduled Lesson for any reason that is not the fault of the Student. 4.2 A Lesson may be rescheduled for an alternative time at the absolute discretion of The Music Rooms (provided that the Student has a sufficient reschedule allowance) and subject to availability of resources. 4.3 In the unlikely event that The Music Rooms is unable to provide a Lesson it will notify the Student as soon as reasonably practicable. 4.4 For the purpose of this condition 4, a Student's holiday and reschedule allowance will both be communicated to the Student in writing by The Music Rooms.

**5. Student's obligations and responsibilities:** 5.1 to attend each Lesson on the time and date and at the place communicated to it by The Music Rooms, for the avoidance of doubt each Lesson shall be for one Student only; 5.2 not at any time during or after the term of the Agreement to divulge or allow to be divulged to any person or make use of any confidential information relating to the business or affairs of The Music Rooms; and 5.3 to communicate any material information relating to the provision of the Lessons to The Music Rooms.

**6. Liability:** The liability of The Music Rooms under the Agreement shall be limited to the aggregate Fees paid by the Student under the Agreement.



**7. Termination:** The Music Rooms may terminate the Agreement immediately by giving to the Student written notice to that effect.

**8. Notice:** where the Agreement requires one party to give notice to the other, such notice may be given: 8.1 by email to [info@music-rooms.com](mailto:info@music-rooms.com); or 8.2 by telephone by calling 07837 201058.

**9. Data Protection:** When you register The Music Rooms you will be asked to provide certain information about yourself including your name, contact details and credit or debit card information. The data supplied by you will only be used for (a) the purposes of providing the Lessons and processing your payment of the Fee; and (b) to enable The Music Rooms to administer, support, improve and develop our business further. The data supplied will not be passed to any other parties other than The Music Rooms' bank. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes.

**10. Law and jurisdiction:** 10.1 The Agreement shall be governed by the laws of Northern Ireland. 10.2 Any proceedings in connection with the Agreement shall be brought in the courts of Northern Ireland.

**11. General:** These terms and conditions may be amended or varied from time to time by The Music Rooms. The version of these terms and conditions currently in force and forming part of the Agreement shall at all times be published on The Music Room's website at [www.music-rooms.com](http://www.music-rooms.com).