

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 lastminute 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

8. Three or More Consecutive Cancellations:

If a student cancels three consecutive lessons, the fourth lesson must be paid for in advance as a nonrefundable 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.

9. 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

10. 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.

11. 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.

12. 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.

13. ThirdParty 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.

14. 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.

15. 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

16. 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.

17. 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.

18. 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

19. 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.

20. 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.

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