



**TERMS AND CONDITIONS FOR TUITION AT IGNITE MUSIC ACADEMY  
As of Term 2, 2021**

The following Terms and Conditions apply to all lesson agreements made between Ignite Music Academy (“IMA”) and its pupils and the parents/carers of its pupils (“the pupil”).

The Terms and Conditions described below may seem relatively strict but have been created with the endeavour of making them as fair as possible for both client and provider. We try to approach each individual case in good faith with an open ear and we hope that you will also approach us in the same manner.

**1. Term Dates**

1a. Teaching weeks at IMA roughly adhere to the New Zealand Ministry of Education School Terms. However, there are occasional differences and our term dates are sent out before every term begins.

1b. At all times it is the responsibility of the pupil to be aware of the first and last dates of term at IMA.

**2. Communications**

2a. All correspondence is sent out to the pupil by email. If this causes a problem, please let IMA know.

2b. It is the responsibility of the pupil to make IMA aware of any changes to their contact details. IMA will not be held responsible for any missed communications, late/overdue payments, missed lessons, etc. if this is due to incorrect contact information.

**3. Timetabling of Lessons**

3a. The pupil will be informed of the lesson day, time and the date of their first lesson before their teaching commences, either by phone, in person or by email. IMA will aim to confirm all the lesson details by email but does not guarantee that this will be the case if it deems sufficient confirmation has been provided by other means.

3b. Site-based lessons - if the agreed lesson times or days need to be changed, the pupil will be contacted as far in advance as possible and alternative arrangements will be made to continue the lessons at times and days that suit the pupil and IMA.

3c. School-based / School Programme lessons

3.c.i. If the agreed lesson day needs to be changed, the pupil will be contacted as far in advance as possible and alternative arrangements will be made with the school and the pupil for a suitable new lesson time.

3.c.ii. If the agreed School Programme lesson time needs to change to a new time, on the same day of the week and within school hours, the pupil will not be informed in advance and will instead be collected at the new time by the tutor.

**4. Absences**

**4a. Individual lessons**

4.a.i. If the pupil is unable to attend a lesson, please let IMA know at the earliest time possible by email. This will be passed on to the relevant tutor. You are welcome to make direct contact with the tutor as well if you choose to.

4.a.ii. If the pupil is unable to attend a lesson, their tutor will compile a lesson for them to work on for the week. This will all be done using LessonMate. A link to retrieve this lesson will be sent to them via email.

4.a.iii. It is only by managerial discretion that customer credit is placed on a pupils account to the value of a missed lesson. Customer credit is not transferable for money but will be used at the earliest convenience - usually the next term's fees.

#### 4b. Group and School Programme lessons

4.b.i. No catch-up lessons or credits will be provided for an individual's absence from a group lesson or any other group-based tuition activity.

4.b.ii. Where the entire group is absent, we will endeavour to provide an email lesson or a replacement/catch-up lesson later that term, if we are unable to do this, we may choose instead to place this on your pupil's account as customer credit.

4.b.iii. Where a tutor is not able to teach, due to illness or a vehicle/mechanical failure, IMA will arrange for the missed lessons to be caught up at a time that suits the affected school.

4.b.iv. It is only by managerial discretion that customer credit is placed on a pupils account to the value of a missed lesson. Customer credit is not transferable for money but will be used at the earliest convenience - usually the next term's fees.

#### 4c. Tutor Absences

4.c.i. If the pupil's tutor is unavailable to teach, IMA will attempt to arrange a cover tutor and give you as much notice as possible.

4.c.ii. If this is not possible, the pupil's normal tutor will arrange catch up lessons with the pupil.

4.c.iii. It is only by managerial discretion that customer credit is placed on a pupils account to the value of a missed lesson. Customer credit is not transferable for money but will be used at the earliest convenience - usually the next term's fees.

#### 4d. Unavoidable cancellations

4.d.i. If IMA cancels any lessons due to events out of its control, customer credit may be given at the discretion of IMA management.

4.d.ii. IMA diligently attempts to work with the school to make sure that planned school events will not clash with IMA lessons. We appreciate any parent who notifies us of events that may have been not communicated by the school.

4.d.iii. If a school has not communicated about an event that results in cancelling IMA lessons, no credit or catch up lesson will be given.

#### 4e. Ongoing absences

4.e.i. If a pupil will be absent for more than three weeks due to medical reasons, a credit may be given, at the discretion of IMA management.

### **5. Duration of the Lesson Agreement**

5a. The lesson agreement between IMA and the pupil is a rolling agreement that continues into each new term and new year.

5b. The pupils are emailed their invoices towards the end of each term in respect of the following term's lessons, until a cancellation notice is received, as discussed below.

### **6. Cancelling the Lesson Agreement**

6a. If the pupil wishes to cancel the lesson agreement with IMA, written notice must be received by IMA Management at least two weeks prior to the intended last lesson. Any lessons remaining after the end date will be credited to the pupil's account if payment has already been made.

6b. Verbal notice given to the tutor will not be acted upon and is not considered sufficient unless confirmed in writing to IMA main office by the pupil.

6c. If the pupil is unable to give two weeks' notice, they will be charged a late notice fee equivalent to two weeks of lessons (or if only one week's notice is given, a late notice fee equivalent to the cost of one week's lessons will be charged).

6d. Exceptions on medical grounds may be made to this as decided by IMA management.

6e. No refund or credit will be given for any cancellations part way through a fixed length programme.

6f. If IMA has to cancel a lesson agreement it will endeavour to give two weeks' notice to the pupil. Any lessons remaining after the lessons' end date will be credited to the pupil's account if payment has already been made.

6g. If, in exceptional circumstances, IMA has to cancel the pupil's lesson due to damage of IMA property or harassment of IMA staff by the pupil, this may be done with no notice and no credit or refund for any outstanding lessons.

## **7. Payments**

7a. Payments can be made by Internet banking or Cash. (IMA prefers online/Internet banking payments).

7b. The pupil will be billed for each future term in full towards the end of the preceding term.

7c. Full payment must be received before the new term starts.

7d. New pupils will receive an invoice when their enrolment is processed.

7e. If the pupil commences lessons part way through a term, the remainder of that term will be billed in full and payment must be received within one week of the invoice being issued.

## **8. Penalties**

IMA starts following up term fees with an assumption of good faith that it is an unintentional mistake.

8a. Overdue accounts can accrue penalties of \$30 when overdue for 28 days and \$15 for every following 14-day period.

8b. The pupil is responsible for any and all charges that their bank may levy for rejecting any payment to IMA.

8c. IMA does reserve the right to temporarily and fully suspend pupils from lessons with unpaid term fees during term time. A temporary suspension means that IMA will keep the lesson timeslot available for the pupil in the hopes that payment will be made. A full suspension means that IMA has the right to fill the pupils lesson time slot with another pupil from the waitlist.

## **9. Photography & Filming**

9a. IMA may use film or still photographs of students for appropriate promotional purposes. You (or your parents if you are under 18 years of age) must inform IMA in writing if you do not want to allow the use of such images.

## **10. Changes to the Terms and Conditions**

10a. The Terms and Conditions may be changed at any point by IMA. You will be informed by email if any changes are made. A copy of the Terms and Conditions will always be available on our website and may be emailed to the pupil on request.