



## Studio Policy & Service Agreement

This STUDIO POLICY AND SERVICE AGREEMENT ("Studio Policy") is made by and between Music Lessons With Rose Pty Ltd ("Studio"), the assigned Teacher ("Teacher") and the party/ies (i.e. parents, guardians and/or students referred to as: "Student").

### Agreement:

This Studio Policy and Service Agreement is a legal contract between Studio and Student for private / individual & group music lessons provided by Studio to Student. Student agrees to enrol with Studio for such lessons and abide by the provisions of the Studio Policy, as a condition to Studio providing music lessons to Student. Attendance at lessons is considered acceptance of this 'Studio Policy and Service Agreement'.

### Lesson Schedule:

Private individual lessons are conducted on a weekly basis for the duration of the term dates as set out by SA Government, Department for Education\*.

Time slots are for either 30 minutes, 45 minutes, or 60 minutes, depending on the arrangement between Teacher and Student. The ending time of the lesson remains the same, regardless of late arrival by Student.

Each student is designated a specific, ongoing weekly day and time for lessons which has been reserved exclusively for the Student. Students are expected to attend all scheduled lessons, unless otherwise arranged in advance with the Teacher/Studio.

\* <https://www.education.sa.gov.au/parents-and-families/term-dates-south-australian-state-schools>

### Cancelled Lessons:

Studio cancellation policy is 24hr notice or reasonable advanced notice (up to Studio discretion). If reasonable notice is given, the Student will be eligible for a make-up lesson. A Maximum of 2 make-up lessons are allocated to each Student per term and must be taken within term dates or are otherwise forfeited.

A makeup must be made at the teacher's availability. Make-up lessons will be scheduled on an individual basis according to the teacher's schedule.

The Studio will also adhere to these guidelines in advising the Student of any necessary changes. Lessons missed as the Studio/Teacher was not able to conduct an online class, will not count towards the 2 make-up lessons allocated per term.

### Online Lessons:

In the event of illness by either Student or Studio/Teacher, online classes are an option to reduce the number of make-up classes required. Students are NOT to attend lesson in person if unwell. If suitable for both parties, an online lesson will be organised. A minimum of 4 hours' notice is required to change an in-person lesson to online. The cancellation policy applies to not attending an online class that is scheduled. If no online lesson is organised, the previous cancellation policy applies.

### Fees:

Term fees are due at the beginning of every term / on booking and are required for the commencement / continuation of lessons. Fees are subject to change at the discretion of the Studio. Casual fees (group classes only) are due at arrival of lesson.

Payments can be made with credit card, via website, invoice, or in person - please note that a card surcharge will apply. Other acceptable methods of payment include cash or direct deposit.

**Materials/Activity Fees:**

Students will be informed of the required music materials at lessons. Students are responsible for payment of any required materials. Borrowed materials which have been subsequently lost by the Student may be charged for the replacement cost.

**Studio Closures & Holiday Lessons:**

Lessons are available throughout the school calendar year, except for during Studio Closures. Holiday Lessons can be booked in addition to the term lessons for any dates outside the term dates stated by SA Government, Department for Education\*.

**Booking Lesson:**

Lessons are booked via completing the current 'Enrolment' form, or as instructed by Studio/Teacher. Lessons are continuous and considered ongoing from term to term unless otherwise notified. Despite this, every term an 'Enrolment' form & agreement to Studio Policies is required.

**Termination of Lessons:**

Student may terminate lessons for any reason. To terminate lessons, Student must provide at least 4 weeks' notice to Studio. Cancellation where notice of 4 weeks is not given, and lessons not taken will incur payment required for those 4 weeks to cover Studio gaps. Studio/Teacher may also terminate lessons for any reason, at the sole discretion of Studio/Teacher. If Studio terminates lessons, tuition will be pro-rated up to the last lesson taken and a refund provided, if applicable.

**Studio Expectations:**

Students are expected to:

- Treat the Studio/Teacher, other students, and Studio property respectfully
- Abide by all Studio rules, policies & instructions (verbal & written)
- Bring required music, lesson notebook, books and instrument (if required) in working order to each lesson
- Commit to lessons & understand to learn music / an instrument & gain the most out of it, time (multiple terms) is required to see the benefit & growth
- Practice between each lesson and complete set homework
- Communicate with Studio when necessary to keep the learning environment a positive & safe space
- If committing to performing at a recital/event, attendance & practice is essential

The Studio/Teacher will provide Student with verbal or written warnings for breaches of Studio Expectations, and Student has the opportunity to correct or rectify such breaches. Repeated or frequent breaches may result in termination of lessons.

**Parents or Siblings at Lessons:**

Parents are encouraged to attend and quietly wait in the waiting area provided by Studio. However, if a parent's presence is disruptive to the concentration and efforts of Student,

the parent may be asked to kindly wait outside until the end of the lesson. Due to physical space limitations and to ensure a focused environment for the student, we encourage additional family/friends to wait outside quietly for lessons to finish.

**Emergencies:**

Caregiver / adult who contracts lessons is listed as the emergency contact for underage students by default, unless another emergency contact is provided. In the event of an emergency where the caregiver / adult is not present, every attempt will be made to contact listed emergency contact. Any medical assistance provided or called will be at the discretion of studio / teacher present and Studio will not be held responsible. Any students with known severe allergies / medical conditions are required to provide details and / or relevant devices for management (e.g. Epipen).

**Communication:**

Email is the preferred communication method for general enquiries and communication (admin@lessonswithrose.com.au). Text / phone call can be used for urgent enquires. Due to timing & other students lessons, please confirm/discuss any progress or homework related questions within your/your childs' lesson time. For any communications regarding lesson changes, bookings, or schedules, please send the Studio an email and relevant team members / teacher will reply.

**Waiver of Liability; Indemnification:**

Parent and student hereby waives, releases, discharges, and covenants not to sue studio, its owners, employees, agents or representatives ("releasees") from any and all liability, claims, demands, losses, or damages arising out of, or related to, student's participation in studio on-site or off-site lessons, events, or activities ("studio programs"), whether based in contract or tort.

Parent and student agree to indemnify, defend, and hold harmless the releasees from any and all claims, demands, losses, attorney's fees, costs, liabilities, or damages against studio arising out of student's participation in studio programs.

**Media Consent:**

Student consents and authorizes the Studio to capture and use non-identifiable (meaning no full-face/names) media for educational and promotional purposes only, including video-audio recordings and photographic images of Student and Student's musical performances and quoted statements in print, electronic, or online media.

Recital and performances photography and videography will be outsourced and may contain identifiable (full-face) images. Verbal or written permission will be gained prior to the use of these images on any public forum.

Parent and/or Student agrees to waive and release any and all claims for compensation

Parent may have against Studio relating to the use of these recordings, images, or statements. This Consent is binding upon all heirs and future legal representatives.

Studio will not personally identify a minor child by full name in connection with a video recording or photographic image of the child, unless Studio receives separate written signed consent from the Parent.

This Studio is fully aware of child protection and discretion will always be used in the context of Student privacy and protection.

Any concerns or queries regarding the above are welcome and can be addressed in written form to the Studio.

**Dispute Resolution:**

In the event of any dispute, claim, or disagreement (“Dispute”) arising from this Studio Policy and Agreement, the parties shall use their best efforts to settle the Dispute. To this effect, the parties shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days, legal advice will be considered.

**Severability:**

If any term or provision of this Studio Policy and Agreement is illegal or invalid for any reason, such provision is severable from the rest and shall not affect the legality or validity of the remainder of this ‘Studio Policy and Service Agreement’.