

## SCAMPS Terms and Conditions

1. **General Conditions and Term Dates**
    - 1.1. Lessons are invoiced in advance, for a block of lessons, one term.
    - 1.2. 3 terms of lessons are provided every year, usually following school term dates. The names and approximate dates of each term are as follows:
      - 1.2.1. *Autumn term*: September to December
      - 1.2.2. *Spring Term*: January to March
      - 1.2.3. *Summer Term*: April to July
    - 1.3. If the student attends a school that adopts a different calendar system to that described in clause (1.2), their lessons with Scamps will be administered in all regards according to the terms described in clause (1.2).
    - 1.4. The exact start and finish dates for each term will be provided on your invoice for that term.
    - 1.5. Enrolment is continuous from one term to the next, unless you give notice to us to withdraw from the lessons – *see clause (3)*
  2. **Supervision of Students**
    - 2.1. Students are supervised by us only whilst in their designated lesson.
  3. **Termination/Cancellation of tuition**
    - 3.1. A student may withdraw from lessons only at the end of a term.
    - 3.2. **Notice of withdrawal must be given directly to our head office, either by telephone or in writing.**
    - 3.3. **Notice to stop lessons at the end of a term must be given before:**
      - 3.3.1. **1st March in Spring Term**
      - 3.3.2. **1st July in Summer Term**
      - 3.3.3. **1st December in Autumn Term**
    - 3.4. **If notice is not given by these dates, six week's fees is payable in lieu of notice. You must obtain a Cancellation Reference from us at the time you cancel the lessons.** For this reason we recommend that you give notice by telephone, so that you can obtain your cancellation reference instantly. Please ensure you keep this reference number safe.
    - 3.5. We store the Cancellation Reference on your record so that we know for sure that the necessary notice to cancel has been given.
    - 3.6. Once lessons have commenced in any one term, the full term's fees are due.
    - 3.7. Once lessons have commenced in any one term, the full term's fees are due.
  4. **Payment dates**
    - 4.1. For termly fees invoices:
      - 4.1.1. Payment is due by the 'Payment Date' shown on the invoice/statement.  
*OR*
      - 4.1.2. Not later than 14 days after the 'Invoice Date' shown on the invoice/statement, whichever is the later of these dates.
    - 4.2. For invoices raised for students whose lessons begin part way through a term, payment is required in advance of starting lessons.
  5. **Payment methods**
    - 5.1. Payments can be made:
      - 5.1.1. Online - by credit/debit card, by using the facility within the members area of our website,
      - 5.1.2. By telephone – by credit/debit card, by telephoning us on 01252 314640,
      - 5.1.3. By cheque or postal order, made payable to 'SCAMPS' and **sent directly to the head office address as detailed on the invoice.**
      - 5.1.4. In cash - cash payments can only be accepted if made directly to our Head Office. Payments must be made in person and on receipt of the payment we will provide a receipt - We accept no responsibility for cash payments made any other way. Never send cash through the post.
    - 5.2. **Payment must not be made to the tutor.**
    - 5.3. **Payment must not be made to the school.**
    - 5.4. In exceptional circumstances, as agreed with us in advance, you may pay by post dated cheque facility on the following conditions:
      - 5.4.1. The lesson fees owing must be in excess of £60.
      - 5.4.2. Two cheques are presented at the same time, each for half the amount owing.
      - 5.4.3. One cheque is dated as of the 'payment date' as referred to in clause (4.1.1).
      - 5.4.4. One cheque is dated for no more than one calendar month after the 'payment date' referred to in clause (4.1.1).
  6. **Receipt of payment**
    - 6.1. Payment is complete when cleared funds are received in full at our head office by one of the payment methods described in clause (5) above.
  7. **Late payment fee**
    - 7.1. If payment is not forthcoming, a 'Late Payment Fee' applies automatically after the expiration of either:
      - 7.1.1. 14 days after the 'Payment Date'.  
*OR*
      - 7.1.2. 28 days after the 'Invoice Date'.
    - 7.2. One or both of the dates referred to in 7.1.1 and 7.1.2 are shown on your invoice
  8. **Failure to pay**
    - 8.1. **Failure to pay results in suspension and cancellation of lessons.**
    - 8.2. We employ a credit collection agency to recover unpaid balances.
  9. **Instruments and books**
    - 9.1. Instruments and books require payment with order prior to delivery.
  10. **Missed lessons**
    - 10.1. We do not credit lessons missed by students.
    - 10.2. We do not credit lessons for school closures where we are not notified at least one month in advance.
    - 10.3. School Events: We do not credit lessons missed due to school events unless the whole school is closed and we are notified at least one month in advance.
      - 10.3.1. Our tutor may elect to reschedule lessons disrupted by school events if a large contingent of students are absent. This may not always be achievable.
    - 10.4. Extreme weather: We do not credit for lessons that are missed due to extreme weather (e.g. lessons missed due to school closures and/or transport difficulties caused by snowfall or similar conditions).
  - 10.5. *Force majeure*: We do not credit for lessons missed due to *force majeure*, including but not limited to war or hostilities; riot or civil commotion; epidemic; earthquake, flood or other natural disaster.
  - 10.6. If our tutor is absent due to illness or vehicle breakdown and we are unable to provide cover, we will credit the fees for the missed lesson back to your account. We will then endeavour to add extra lessons back into the current term's schedule where possible, to make up for the missed lesson.
  - 10.7. When a make up lesson has been organized, the credit described in clause (10.6) will be removed.
  - 10.8. Remaining credits are held on file at our office and shown on the next invoice/statement and subtracted from the balance owing for the following term.
  - 10.9. Continuing lessons cannot be guaranteed if pupils are withdrawn from lessons for a temporary period, e.g. lessons are available during GCSE periods and pupils are expected to attend during study leave.
  - 10.10. If the student is to suffer a prolonged absence due to illness or other personal circumstances please call us to discuss on 01252 314640. Alternative arrangements may be possible.
11. **Additional Lessons**
    - 11.1. If we actually provide more lessons than calculated in a term we will add the amount for the additional lessons on to the fees for the following term.
  12. **Concerts**
    - 12.1. Periodically we provide concerts to showcase students' abilities to their parents/school/peers, as applicable.
    - 12.2. A concert is regarded as one of the scheduled lessons in the term and replaces the usual lesson in the week it occurs.
  13. **Rescheduled Lessons**
    - 13.1. From time to time we may need to reschedule lessons, either temporarily or permanently.
    - 13.2. Whilst we endeavour to minimise the inconvenience of rescheduling lessons we reserve the right to make changes to lesson schedules as they become necessary due to changing circumstances.
    - 13.3. Lesson schedule details are published at the start of each term on the invoice/statement posted to you.
    - 13.4. We may inform you of any change to the schedule printed on the invoice/statement by:
      - 13.4.1. Writing to the main contact address held on our records *or*
      - 13.4.2. Telephoning the main contact number held on our records *or*
      - 13.4.3. Sending an email to the email address held on our records *or*
      - 13.4.4. The tutor informing the student directly.
  14. **Calculation of fees**
    - 14.1. We calculate the number of weeks in the term based on the term dates of each school, and taking account of known school closures at the time of invoicing.
    - 14.2. Our fees are for tuition only unless stated otherwise on the invoice. See clause (20).
  15. **Refusal of Tuition**
    - 15.1. We reserve the right to refuse to provide tuition to any student either temporarily or permanently, at our ultimate discretion.
    - 15.2. Our exercising this right does not entitle the student/parent to any credit/refund of lesson fees.
  16. **Website Access**
    - 16.1. Access to members' areas of the Scamps website is provided to students and their parents only whilst the student is enrolled in our lessons.
    - 16.2. Access to these areas may be withdrawn at any time at our discretion.
  17. **Queries and Disputes**
    - 17.1. Any outstanding balance must be paid on time even if you have a query or dispute regarding our service or the invoice.
    - 17.2. We use all reasonable haste to resolve any queries or disputes regarding our service.
    - 17.3. Please call us on 01252 314 640 to let us know of your query/dispute within 24 hours of it arising.
    - 17.4. Written notification must also be made within 7 days of the dispute or query arising.
    - 17.5. If you have not cancelled lessons as laid out in clause (3) then our fees as shown on the invoice apply.
  18. **Acceptance of these terms and conditions**
    - 18.1. You accept these terms by:
      - 18.1.1. Completing the initial enrolment process when you join our service.  
*OR*
      - 18.1.2. Paying an invoice.  
*OR*
      - 18.1.3. The student attending a lesson.  
*OR*
      - 18.1.4. You do not provide adequate notice of termination laid out in clause (3).
  19. **Changes to these terms and conditions**
    - 19.1. We reserve the right to change these terms and conditions at any time.
    - 19.2. We will notify you of any changes either by:
      - 19.2.1. Specifying the new terms your invoice  
*OR*
      - 19.2.2. Notifying you in writing
    - 19.3. We will publish revised pricing in our newsletter.
    - 19.4. If you are unhappy with our terms and conditions, you may terminate your relationship with us in accordance with clause (3).
  20. **Administration and other charges:**
    - 20.1. All lesson fee invoices carry a standard administration charge of £2.50
    - 20.2. Books and instruments do not incur administration charges
    - 20.3. If schools or other lesson venues charge for the use of premises this is added to your invoice.