

TERMS AND CONDITIONS FOR TUITION AT MONSTER MUSIC As of January 1st 2021

The following Terms and Conditions apply to all lesson agreements made between Monster Music and its students and the parents/carers of its students “the customer”.

The Terms and Conditions described below may seem relatively strict but have been discussed at length amongst the Monster Music leadership team, with the endeavor of making them as fair as possible for both client and provider. As Monster Music is a business that functions with minimal margins, such lines in the sand have had to be drawn and are not a reflection of how awesome the majority of Monster Music Families are. They are a reflection of the small margin of people that have taken advantage and never paid for services rendered that jeopardise the livelihood of our tutors and managers. 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. There will be times that the terms and conditions are more in favour of Monster Music, but there are also other times that they are more in favour of the student/caregiver.

1. Term Dates

1a. Teaching weeks at Monster Music roughly adhere to the New Zealand Ministry of Education School Terms. However, there are occasional differences and our term dates are sent out via email.

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

2. Communications

2a. All correspondence is sent out to the student by email, text or phone call. If this causes a problem, please let Monster Music know.

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

2c. Due to the size of our student roll, a lot of Monster Music’s communication is done via bulk delivery services e.g. mail merge, therefore there is a level of potential error associated with this. If you notice something incorrect e.g. lesson details or account details, it is not meant offensively. In these cases, please let us know via email to office@monstermusic.nz so we can rectify the situation as soon as possible.

3. Timetabling of Lessons

3a. The student 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. Monster Music 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. All students are required to make their way to their scheduled music lesson on their own. Monster Music tutors will always try their best to locate students that haven’t shown up for their lesson, however this cannot be guaranteed.

3c. Site-based lessons - if the agreed lesson times or days need to be changed, the student 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 student and Monster Music.

3d. School-based / School Programme lessons –

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

3.d.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 customer will not be informed in advance and the student will instead be collected at the new time by the tutor. However, we will try to let you know of this.

4. Absences

- 4a. If the pupil is unable to attend a lesson please let Monster Music know at the earliest time possible by email to absent@monstermusic.nz
- 4b. Emails and Absences will be passed on to the relevant tutor(s)
- 4c. Where less than 24-hours' notice is given for missing a lesson no catch-up lesson or credit will be given. This lesson is considered forfeited.
- 4d. Where at least 24-hours' notice of the intended absence is given, this is deemed an "explained absence."
- 4e. Your child's tutor will arrange a replacement/catch-up lessons for up to two lessons per term for explained absences with you at a mutually agreeable time. This often happens in the form of a double lesson when it suits both tutor and pupil.
- 4f. 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.
- 4g. If unable to provide 2 weeks notice of cancellation, a fee of \$35 will apply

5. Duration of the Lesson Agreement – ongoing

- 5a. The lesson agreement between Monster Music and the student is a rolling agreement that continues into each new term unless written cancellation is received. You may be asked to re-enrol in order get updated contact information.
- 5b. The customers are emailed their invoices before the start of each term in respect of the coming term's lessons, until a cancellation notice is received, as discussed below.

6. Cancelling the Lesson Agreement – the customer must opt out of the Lesson Agreement with Monster Music

- 6a. If the customer wishes to cancel the lesson agreement with Monster Music, written notice must be received by Monster Music Management at least two weeks prior to the intended last lesson. Any lessons remaining after the end date will be credited to the customer'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 Monster Music main office by the customer.
- 6c. If the customer is unable to give two weeks' notice, they will be charged a late notice fee of \$35
- 6d. Exceptions on medical grounds may be made to this as decided by Monster Music management.
- 6e. If Monster Music has to cancel a lesson agreement it will endeavour to give two weeks' notice to the customer. Any lessons remaining after the lessons' end date will be credited to the customer's account if payment has already been made.
- 6g. If, in exceptional circumstances, Monster Music has to cancel the student's lesson due to damage of Monster Music property or harassment of Monster Music staff by the student, this may be done with no notice.

7. Photography & Filming

- 7a. Monster Music owns and reserves the right to use any film/media/still photographs of students for appropriate promotional purposes both in New Zealand and overseas, this also includes for use in Social Media.
- 7b. You (or your parents if you are under 18 years of age) must inform Monster Music in writing at anytime if you will not allow the use of such images.

8. Tuition Fees and Accounting

- 8a. Monster Music School Programme tutors CANNOT accept payments in any form at schools.
- 8b. Monster Music starts following up term fees with an assumption of good faith that it is an unintentional mistake.
- 8c. Generally, The customer will be billed for each future term in full in advance towards the end of the preceding term.

- 8d. Full payment must be received before the new term starts or within 28 days of the invoice being sent
- 8e. Monster Music prefers online/Internet banking payments.
- 8f. Monster Music's bank details are – ASB Account number – 12-3223-0087135-00
. Please use the surname of the Student and the invoice number (found at the top of the Monster Music invoice) as a reference.
- 8g. New students will receive an invoice when their enrolment is processed.
- 8h. If the student 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.
- 8i. Payments per lesson (weekly payments) are not acceptable as the full invoiced fee is payable by the due date on the invoice.
- 8j. Penalties for late payments will be applied as per the below.

9. Penalties

- 9a. Overdue accounts can accrue penalties of \$30 when overdue for 28 days and \$15 for every following 14 day period.
 - 9.a.i. LATE PAYMENT Penalties will be added to accounts that are 28 days in arrears. If the account remains overdue, further penalties will be added every 14 days.
 - 9.a.ii. Late Penalty charges are made up of two parts - \$10 late fee and \$20 administration cost.
 - 9.a.iii. The student is responsible for any and all charges that their bank may levy for rejecting any payment to Monster Music.
- 9b. Monster Music does reserve the right to fully suspend students from lessons with unpaid term fees during term time. A full suspension means that Monster Music has the right to fill the students lesson time slot with another student from the waitlist.
- 9c. Debt Collection details.
 - 9.c.i. Payments more than 60 days in arrear may be handed over to Credit Consultants for debt collection.
 - 9.c.ii. Monster Music will attempt numerous contacts prior to resorting to this unfortunate measure.
 - 9.c.iii. All costs incurred for sending an account for debt collection are added to the student's outstanding balance.

Contact Details

Email – office@monstermusic.nz

Absences – absent@monstermusic.nz

Phone - 0273501829