M.F.Y.P Ltd

Music For Young People

**Terms & Conditions**

All courses, studios, equipment and materials are owned, created, operated and/or managed by MFYP Ltd (Music For Young People), a company registered in England and Wales, with its trading address at 12 Silver Street, Bury, Lancashire, BL90EX.

**1 Course Fees**

1.1 Private customers including adults, parents or guardians will be required to pay a 25% deposit to confirm your booking onto our courses or training programmes. This deposit is non-refundable. If you choose to pay the course fee in full, then the deposit is included in this amount. This can be paid using our online PayPal system in our shop area.

**2 Paying in Installments:**

2.1 Payment in installments is possible if arranged in advance according to the following guidelines. All students wishing to pay by installments must do so using the following procedures:

Written evidence of a monthly Standing Order arranged to credit MFYP Ltd’s designated account with the first payment due two weeks before the first day of the course and thereafter on the 5th of each month .

Issue monthly payments scheduled via PayPal’s system which is payable using our website.

**3 Rearranging lessons:**

3.1 In the case of an emergency, If you need to rearrange a lesson then please give at least 3 hours notice to your tutor before your lesson’s confirmed starting time. If we are not notified, we may charge a fee of £25.00 for one-one sessions and the full amount for full workshops or projects.

3.2 If we need to rearrange your lesson then we will give you at least one days notice. We will arrange with you an alternative slot that is most convenient to you.

4.2 If you miss three lessons throughout your course then your course will be cancelled and you will be charged the full amount of the course or the remainder in which you owe.

4.3 You will be exempt from points 4.2 if you have extenuating circumstances of why the lessons were missed. Proof will be required.

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**5 Punctuality and attendance:**

5.1 Please ensure you arrive to your booking 10 minutes prior before the confirmed starting time.

5.2 If you are going to be late please contact your tutor at least 30 minutes before the start of the lesson.5.3 If you are 15 minutes late without previously contacting your tutor then you will occur a late fee and your lesson will be cancelled. The late fee is equivalent to one hours hire time, which is £25.00. You will be exempt from point 5.3 if you have extenuating circumstances of why you were late.

**6 Cancellation of one-one private courses**

6.1 If for any reason you wish to withdraw from your course, we ask that you notify us in writing or email at least 21 days before the commencement date stating the reasons for your withdrawal. A “course” is defined as one or more course/workshops booked. Refunds may be given at the sole discretion of MFYP Ltd only if written notice is received in the required time period. Deposit fees are non-refundable.

 6.2 Please note that if you pay the course fees in full, you can only apply for a refund of the full fee (less deposit) before the 21 day notice period. If you withdraw from the course when this notice period has elapsed, then the fees are non-refundable. If you opt to pay in installments it is still necessary to give 21 days notice if you wish to withdraw. If you do not provide notice, your installments will remain payable in the normal manner.

**Cancellation of workshops/projects. (Schools, Youth organisations & Charities etc)**

6.3 Please be aware of the following cancellation policy when booking one of our workshops.  We like to run the bookings on a trust basis that's why we don't ask for deposits.

**21-Day Advance Notice:** If you are unable to go ahead with the booking please notify us at least 21 days in advance and you will not be liable for any costs.

**11- 20 Days Advance Notice:** If you are only able to notify us less than 20 days in advance but more than 10 then you will be invoiced for half of the stated workshop cost.

**0- 10 Days Advance Notice:** If you are only able to notify us less than 10 days in advance, then you will unfortunately forfeit the whole of the workshop costs and be invoiced for the stated workshop fee.

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Prior cancelation notice is essential, as you can appreciate a great deal of planning goes into organising and delivering an MFYP workshop, plus we have priortised your booking by ensuring staff are available for your desired date(s).

**7 Late Payment:**

7.1 If late payments are received from any student, including any student paying by installment, MFYP Ltd reserves the right to suspend the student's course until such time as payments are made. Repetitive late payments may result in the termination of his/her course.

**8 Use of MFYP Ltd Property:**

8. Each student is responsible for ensuring that none of MFYP Ltd’s equipment or property is damaged, lost or stolen as a direct or indirect result of their own action or failure to act appropriately. Each student is also responsible for the conduct of any guests they may invite on to MFYP Ltd premises.

8.1. In the event that any of our equipment or property being damaged, lost or stolen as a direct or indirect result of the action or failure to act appropriately of any student or guest, the student agrees to pay all reasonable costs in full including replacement or reparation of such damaged property.

**9 Safety:**

MFYP Ltd will provide the necessary safety materials and equipment for every project we deliver, we will also inform each student on the importance of wearing through our ground rules. MFYP will not be held liable if a student causes harm to themselves or others once they have been briefed and instructed on safety. We will exclude students from sessions if they display any form of negativity that could impact on others.

9.2 In the event that any of our equipment or property being damaged, lost or stolen as a direct or indirect result of the action or failure to act appropriately of any student or guest, the student agrees to pay all reasonable costs in full including replacement or reparation of such damaged property.

**10 Special Requirements:**

10.1 Please inform us of any special physical or medical requirements that you have in advance, in order for us to try to meet them.

**11 Student Conduct:**

11.1 We expect all students to treat the staff, facilities and their classmates with due respect. MFYP Ltd reserves the right to exclude or expel any student whose conduct or behaviour is deemed unacceptable. In such cases, full fees will remain payable.

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**12 Grievance Procedure:**

12.1 If a student has a complaint or grievance about any aspect of MFYP Ltd, it should be raised with an appropriate person (eg tutor) at the earliest opportunity. MFY Ltd will make every effort to deal with complaints sympathetically. If the dispute is unresolved, the student may take the complaint, grievance, or appeal to the Managing Director. The complaint must be in writing and make clear the exact nature of the complaint and the desired outcomes.

**13 Intellectual Property:**

13.1 The intellectual property rights (including without limitation registered design, copyright, database right, trade marks, application to register any of the aforementioned rights, trade secrets and/or know how) in MFYP Ltd materials and courses described in this brochure are and shall remain the exclusive property of MFYP Ltd.

13.2 MFYP Ltd also owns those intellectual property rights arising in the parts of recordings and writings made or written by MFYP Ltd employees during the teaching of the courses where MFYP Ltd and its employees have had input into the composition and/or recording or production of said works. Any unauthorised reproduction, dissemination, broadcast or other use of such, is prohibited and will amount to breach of the course terms and conditions.

We may offer to our students Publishing and/or Production contracts to ensure that all legal rights and ownerships are clear before distributing, promoting, hiring or selling.

**14 Disclaimer:**

14.1 MFYP Ltd:  a Accepts no responsibility for loss, damage or theft of personal belongings. b. Reserves the right to alter advertised tutors at any time. c. Reserves the right to cancel courses at any time and to transfer bookings to rescheduled dates. Students unable to attend rescheduled dates may be entitled to a refund or other credit. d. Reserves the right to vary the course materials without notice and to refuse any application or request for a course booking without giving a reason. e. Takes no responsibility for the quality of services or products provided or offered by third party advertisers and/or vendors. Inclusion in the course materials or presence during a course is not a recommendation or endorsement by MFYP Ltd.

**15 Law:**

15.1 These Terms and Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim, dispute or difference, which may arise out of them.

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