

# **TERMS AND CONDITIONS FOR TUITION AT GOODTIME MUSIC ACADEMY**

## **As of Term 1 - 11th March, 2019**

The following Terms and Conditions apply to all lesson agreements made between Goodtime Music Academy ("GTMA") and its students and the parents / carers of its students ("the customer") and includes references to the Goodtime Music - Schools Programme students.

The Terms and Conditions described below may seem relatively strict but have been discussed at length amongst the GTMA leadership team with the endeavor of making them as fair as possible for both client and provider. As GTMA is a social enterprise 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 GTMA 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 GTMA but there are also other times that they are more in favour of the student/caregiver.

### **1. Term Dates**

**1a.** Teaching weeks at GTMA 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 customer to be aware of the first and last dates of term at GTMA.

### **2. Communications**

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

**2b.** It is the responsibility of the student to make GTMA aware of any changes to their contact details. GTMA 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, most of GTMA'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@gtma.co.nz](mailto:office@gtma.co.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. GTMA 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 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 GTMA.

**3c.** School-based / School Programme lessons –

**3.c.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.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 customer will not be informed in advance and the student will instead be collected at the new time by the tutor.

**3.c.iii.** In order for students not to miss the same classroom lessons/ activity each week, GTMA offers a rotating timetable to suit the school and the students.

**3.c.iv.** Students scheduled for lessons on a rotating timetable will be given the details of the varying lesson times, as will the tutors and the school, so that attendance at the School Programme lessons is not impacted adversely.

#### **4. Absences**

**4a.** Site-based and School Programme lessons –

**4.a.i.** No catch-up lessons or credits will be provided for an individual's absence from a School Programme / group lesson / band class / choir / or any other group-based tuition activity.

**4.a.ii.** School Programme only - Where the entire group is absent we will endeavour to provide a replacement/catch-up lesson later that term. If we are unable to do this, we may choose instead to place this on your student's account as customer credit.

**4.a.iii.** Where a Goodtime School Programme tutor is not able to teach, due to illness or a vehicle / mechanical failure, GTMA will arrange for the missed lessons to be caught up at a time that suits the affected school and will endeavour to notify the customers of the catch up lesson.

**4b.** Tutor Absences (Site-based lessons) –

**4.b.i.** If the student's tutor is unavailable to teach, GTMA will attempt to arrange a cover tutor and give you as much notice as possible.

**4.b.ii.** If we are unable to arrange cover, a catchup lesson will be offered in the first week of the term holiday break on the usual day/time.

**4c.** Unavoidable cancellations (Music Bus only) –

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

**4.c.ii.** GTMA diligently attempts to exclude all events planned by the school that conflict with lessons at the start of each term. However we appreciate any parent who notifies us of events that may have been not communicated by the school.

**4.c.iii.** If a school cancels GTMA's teaching due to events out of GTMA's control (sports days / school trips / etc.) in the week of that event, it is not GTMA's

responsibility to make itself aware of any such event, due to what is stipulated in 4.c.ii.

**4d. Ongoing absences –**

**4.d.i.** If a student will be absent for more than three weeks due to medical reasons, some credit may be given, at the discretion of GTMA management.

**5. Duration of the Lesson Agreement - ongoing**

**5a.** The lesson agreement between GTMA and the student is a rolling agreement that continues into each new term and new year unless written cancellation is received.

**5b.** The customers 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 – the customer must opt out of the Lesson Agreement with GTMA**

**6a.** If the customer wishes to cancel the lesson agreement with GTMA, written notice must be received by GTMA 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 GTMA main office by the customer.

**6c.** If the customer 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 GTMA management.

**6e.** No refund or credit will be given for any cancellations part way through a term for the Intro to Music Programme in schools.

**6f.** If GTMA 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, GTMA has to cancel the student's lesson due to damage of GTMA property or harassment of GTMA staff by the student, this may be done with no notice.

**7. Payments at GTMA's Alicetown Office – 50 Victoria Street, Alicetown, Lower Hutt**

***Please note, the office is not always staffed, so please check in advance to ensure payments can be accepted.***

**10a.** An EFTPOS machine is available for processing EFTPOS, VISA and MasterCard payments.

**10b.** CREDIT CARD details can be phoned through for to our office on – 04 568 2237 or email us and GTMA will contact you.

**10c.** CASH payments may be made in person – but are discouraged for the safety of our students, tutors and admin team.

## **8. Tuition Fees and Accounting**

- 8a.** GTMA School Programme tutors CANNOT accept payments in any form at schools.
- 8b.** GTMA starts following up term fees with an assumption of good faith that it is an unintentional mistake.
- 8c.** 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, unless an agreed instalment plan has been put into place via Ezidebit (our secure payment platform).
- 8e.** GTMA prefers online / Internet banking payments.
- 8f.** GTMA's bank details are – ANZ Account number – 01-0504-0173001-00. Please use the surname of the guardian that is the main point of contact with us and the invoice number (found at the top of the GTMA 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 or an Instalment plan via Ezidebit needs to be agreed, within one week of the invoice being issued.
- 8i.** Upon enrolment a student or guardian/caregiver of student will be set up with a Customer Portal log on. All Term fee invoices, payments and lesson details are accessible on there.
- 8j.** Payments per lesson (weekly payments) are not acceptable (unless an Ezidebit payment plan has been set up) as the full invoiced fee is payable by the due date on the invoice.
- 8k.** Weekly, fortnightly or monthly plans covering the full amount of the invoice can be set up via Ezidebit. A list of dates of when the debit is likely to take place will be sent to you before the term in question, so any changes to it must be requested then.
- 8l.** Ezidebit debits will change each term as they are related to the full term fee which is based on the number of lessons – i.e. If there are 10 payments spread across an 11 week term – debits will be more than individual lesson costs and debits will be less than an individual lesson if they are spread for a 9 week term.
- 8m.** Fees associated with payment plans.
  - 8.m.i.** There is a \$5.50 One-off admin fee charged by Ezidebit to set up a payment plan with us.
  - 8.m.ii.** A \$1.30 transaction fee is added on top of the amount paid on the term account by Ezidebit per transaction. For example if a fortnightly plan is set up for you to settle a \$100 term bill and the term is 10 weeks long, there would be payments of \$20 dollars of fees and a \$1.30 transaction fee (so \$21.30) debited from your account 5 times across the term. This would mean that you will have paid an extra \$6.50 to Ezidebit for the privilege of paying this off in installments that are debited directly rather than you setting them up front.
  - 8.m.iii.** There is a \$21.90 dishonor fee for if an installment is unable to be debited on the appointed day. Again this is charged directly by Ezidebit not by GTMA.

**8.m.iv.** Visa/Mastercard fee (if you set this using a credit card instead of a bank account) : 2.48%

**8n.** A discount of 15% will be applied to all lessons where three or more lessons / activities are attached to a single family record on the GTMA database. This discount will not be applied retrospectively for any lessons already billed.

**8o.** 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 GTMA.

**9b.** GTMA does reserve the right to fully suspend students from lessons with unpaid term fees during term time. A full suspension means that GTMA 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 Group NZ Ltd for debt collection.

**9.c.ii.** GTMA 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.

## **10. Photography & Filming**

**12a.** GTMA 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.

**12b.** GTMA also reserves the right to use the above film/media/still photographs in our Build A Music School (BAM) programme, which allows use of these film/media/still photographs by our BAM Members for marketing in their own Music Schools.

**12c.** You (or your parents if you are under 18 years of age) must inform GTMA in writing at anytime if you will not allow the use of such images.

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

**13a.** The Terms and Conditions described above are agreed to upon enrolment and may be changed at any point by GTMA without providing notice to the student. A copy of the Terms and Conditions will always be available on our website and may be emailed to the student on request.

**Contact Details**

For all general enquiries E: [office@gtma.co.nz](mailto:office@gtma.co.nz)

For all absence notifications E: [absence@gtma.co.nz](mailto:absence@gtma.co.nz)

For all resources queries - workbooks/instrument purchase E: [resources@gtma.co.nz](mailto:resources@gtma.co.nz)

For all GT Music schools programme enquiries E: [schools@gtma.co.nz](mailto:schools@gtma.co.nz)

For all GT site based tuition enquiries E: [tuition@gtma.co.nz](mailto:tuition@gtma.co.nz)

For all term fees related queries E: [office@gtma.co.nz](mailto:office@gtma.co.nz)

To find us on facebook F: Facebook.com/goodtimemusic

To call us Ph: 04 568 2237 (available during office hours only)

Alicetown Venue: 50 Victoria Street, Alicetown, Lower Hutt

Please note our Alicetown main office is only staffed from 9-5:30pm Monday to Thursday