

TERMS AND CONDITIONS FOR TUITION AT GOODTIME MUSIC ACADEMY

As of Term 1 - 14th January, 2020

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.

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.

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.

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, by email.

3b. Site-based lessons - if the agreed lesson times or days need to be changed, the customer will be contacted as far in advance as possible and alternative arrangements will be made.

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. 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. 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.

4.a.iii. (Site-based individual lessons only) - If at least 48 hours' notice is given by the individual, the tutor will present the customer with a suitable catch-up lesson time.

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.

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 (Schools Programme only) –

4.c.i. GTMA diligently attempts to exclude all events planned by the school that conflict with lessons at the start of each term, however customers agree to inform GTMA of clashing events to the best of their knowledge.

4.c.ii. 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.i.

4.c.iii. In the event of GTMA being unable to teach, without the school being able to negotiate catch-up lessons, GTMA agrees to provide 45% credit of that lesson

4d. Ongoing absences –

4.d.i. If a student will be absent for more than three weeks due to medical reasons, some arrangements may be made 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 for 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. No refund or credit will be given for any cancellations part way through a term for the Intro to Music Programme in schools.

6d. 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.

6e. 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

10a. An EFTPOS machine is available for processing EFTPOS, VISA and MasterCard payments. All credit card payments will incur an additional fee of 3.5%.

10b. Credit or debit card details can be phoned through to our office on – 04 568 2237 or email us and GTMA will contact you. All credit card payments will incur an additional fee of 3.5%.

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's bank details are – ANZ Account number – 06-0730-0395630-00. Please use the customer's surname as the particulars and the invoice number (found at the top of the GTMA invoice) as the reference.

8f. 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.

8g. 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.

8h. 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.

8g. Fees associated with payment plans.

8.g.i. There is a \$5.50 One-off admin fee charged by Ezidebit to set up a payment plan with us.

8.g.ii. A \$1.30 transaction fee is added on top of the amount paid on the term account by Ezidebit per transaction.

8.g.iii. There is a \$21.90 dishonor fee for if an installment is unable to be debited on the appointed day. This is charged directly by Ezidebit not by GTMA. GTMA will also add a \$2.00 fee to the next single Ezidebit transaction.

8.g.iv. Visa/Mastercard fee (if you set up Ezidebit using a credit card instead of a bank account) : 3.5%

8h. 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.

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 customer 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

10a. 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.

10b. The customer must inform GTMA in writing at anytime if you will not allow the use of such images.

11. Changes to the Terms and Conditions

11a. 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 customer. 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

For all resources queries - workbooks/instrument purchase E: office@gtma.co.nz

For all GT Music schools programme enquiries E: schools@gtma.co.nz

For all GT site based tuition enquiries E: tuition@gtma.co.nz

For all term fees related queries E: 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 9-5:00pm Monday to Thursday.