MUSKE MUSICIANS PORTAL LIMITED

CHEZA MUSIC SCHOOL TERMS AND CONDITIONS

Revised: 2 June 2025, Effective: 3 June 2025
These Terms and Conditions form the basis of the contract between MuSKe Musicians Portal Limited, trading as Cheza Music School, and Clients.

By engaging our services, Clients agree to be bound by these Terms and Conditions.

Definitions

In these Terms and Conditions, the following definitions apply:

Cheza Music School: MuSKe Musicians Portal Limited, the music company providing the Music Service. References to “Cheza Music School,” “we,” “us,” or “our” refer to MuSKe Musicians Portal Limited.

Client: Any individual receiving tuition from Cheza Music School, including the parent or legal guardian of a learner under 18 years of age or a learner over 18 years of age. References to “you” or “your” refer to the Client.

Due Date: The date specified in correspondence regarding payment or re-booking.

Lesson(s): One-to-one instrumental or vocal lessons, lasting 30 minutes to 1 hour, provided by Cheza Music School to the Client.

Music School(s): The company or companies under Cheza Music School providing Lesson services.

Price: The charge for services as outlined in these Terms and on the website: https://chezamusicschool.co.ke/.

Personal Data: Information collected by Cheza Music School from the Client to provide its services.

Re-booking: The process of continuing Lessons beyond the initial Term/Semester agreed upon.

Teacher(s): Employees of Cheza Music School delivering music Lessons.

Terms: The Terms and Conditions outlined in this document.

Term/Semester: A twelve-lesson period of Lessons the Client has signed up to receive from Cheza Music School. Lessons may be provided in the following formats:

a) In-Person Home Lessons

b) On-Site Lessons at any of our studios

c) Online Lessons

d) Institutional Musical Services

e) Live Performances

f) ABRSM Exam Assessment and Submission

Changes to Terms

Any changes to these Terms are valid only if agreed upon in writing between Cheza Music School and the Client.

We may update these Terms and Conditions from time to time by sending you an updated version or notification of minor changes. If you do not accept the changes, you must notify us in writing within 14 days of receiving the notification. Otherwise, the changes will take effect upon the expiry of the 14-day period.

1. Booking Lessons

Cheza Music School provides specialist one-to-one instrumental, vocal, or theory tuition through a rolling programme of 12 Lessons, **each lasting up to 1 hour**.

Lessons may be offered or delivered on National Holidays if agreed between the teacher and the client.

A Term may **commence at any time** during the year, and each learner completes their Term upon finishing 12 Lessons.

When signing up for Lessons, Cheza Music School will collaborate with the Client to determine a suitable day and time for the chosen instrument.

1.1 In-Home Lessons

Where Cheza Music School can accommodate a request, an offer for Lessons will be sent by email, including payment process details to secure the booking.

The email will include an invoice, which must be paid in full after the first Lesson.

If Cheza Music School cannot accommodate a tuition request, we will seek the Client's permission to retain their details to inform them of future teacher availability.

Once a Lesson time is agreed upon, the Client will be allocated a Teacher and emailed payment process details to secure the booking.

1.2 General Lesson Information

For new Clients, upon receipt of the initial payment, a welcome pack with additional information will be emailed before the first Lesson.

Clients will also receive the "Cheza Music School Memorandum of Understanding," which forms part of these Terms and Conditions.

Our educational ethos prioritizes long-term consistency between Teachers and students.

However, Cheza Music School reserves the right to change Teachers for reasonable reasons, such as retirement, maternity, or long-term absence.

Clients **contract with Cheza Music School for Lessons, not for specific Teachers**. If a Teacher change is necessary, the Client will be notified accordingly.

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2. Personal Data

Cheza Music School will use the Client's name, address, telephone number, email address, and payment details (Personal Data) to process bookings.

We will only use your Personal Data in accordance with our Privacy Notice, which outlines your rights to withdraw consent, update preferences, request further information, or make a complaint.

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3. Re-Booking Lessons

To **prioritize existing Clients**, Cheza Music School operates a **re-booking system.** Unless you inform us that you wish to change the day or time or do not intend to continue Lessons, you will receive an email notification at least four Lessons before the end of your Term, inviting you to renew your booking with the applicable terms and a Due Date for acceptance.

Failure to accept the offer by the Due Date may result in the loss of your allocated Lesson slot, which will then be made available to others.

To opt out of re-booking or request a

change in day or time, you must inform us by the stated re-booking deadline via:

- **Phone**: 0711832933
- **Email**: info@chezamusicschool.co.ke
- **WhatsApp**: 254711832933

If you choose to resume Lessons at a later date, you will be subject to the Terms and Conditions in effect at that time, which may include changes to fees.

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4. Price and Payment Arrangements

The Price for a Lesson in Nairobi is 2,500 Kenya Shillings (KES) or 25 USD. Music tuition is provided as a rolling twelve-Lesson programme at a total cost of 30,000 KES or 300 USD per Term.

The Price for a Lesson in Nairobi outskirts is 3,000 Kenya Shillings (KES) or 30 USD. Music tuition is provided as a rolling twelve-Lesson programme at a total cost of 36,000 KES or 360 USD per Term.

Payment is by Term subscription and can be made via M-Pesa to our till number or direct deposit to our Stanbic or Equity bank account, details of which will be provided to the Client.

If a payment fails, the Client will receive an email notification (e.g., if an M-Pesa payment is not received). Upon successful payment, both Cheza Music School and the Client will receive email confirmation.

You may contact us if you have any questions. Your legal rights are unaffected.

If Lessons are paid for by someone other than the Client, the Client is responsible for informing that person of our payment policies and deadlines for re-booking or payments.

The Client must also notify Cheza Music School if someone else will be responsible for payments.

If paying in installments, a maximum of two Lessons may be attended without prepayment.

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5. Refunds and Cancellations

Clients may cancel their contract with Cheza Music School within 14 days of receiving their first Lesson or within 14 days of any re-booking (the “Cancellation Period”).

Cheza Music School will refund the cost of any Lessons paid for but not received during the Cancellation Period.

Clients may also cancel at any time during the Term by providing at least four Lessons’ written notice. Written notification can be sent via:

- **Email**: info@chezamusicschool.co.ke

Failure to provide written cancellation notice will result in continued charges for Lessons.

Clients must notify the Teacher at least 24 hours in advance if unable to attend a Lesson; otherwise, the Lesson will be charged. In emergencies, please contact the office to arrange with the Teacher.

If Cheza Music School is closed or a Teacher is unavailable, every effort will be made to reschedule the Lesson(s).

If Lessons remain unattended, the Term will be extended until all 12 Lessons are completed.

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6. Complaints

If you are dissatisfied with any aspect of the Lessons, Client service, or our performance under this agreement, please submit your complaint in writing to the Head of Music School via email: info@chezamusicschool.co.ke.
Any determination made by Cheza Music School regarding these Terms shall be final.

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7. Exclusion of Liability

Cheza Music School does not accept liability for loss or damage to Clients' instruments or personal possessions.

Clients are responsible for arranging appropriate insurance for these items.

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8. Behaviour

Clients are expected to behave responsibly and courteously during Lessons and attend regularly.

Poor attendance, disruptive, or anti-social behaviour may result in the withdrawal of tuition with immediate effect, with no refunds issued.

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9. Teachers

All Teachers are highly qualified, trained, and subject to Cheza Music School's rigorous safeguarding and employment checks.

We monitor quality and provide ongoing professional development for staff.

Routine performance management observations may occur during Lessons but will not disrupt content, pace, or flow.

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10. Safeguarding

Cheza Music School is committed to promoting the welfare of children and adults and protecting them from harm. We are dedicated to:

- Protecting individuals receiving our services.
- Ensuring all staff are trained and supported in safeguarding.
- Requiring all Teachers and staff to have enhanced police clearance (Certificate of Good Conduct).

Staff are responsible for providing a safe learning environment and are well-positioned to identify and report any neglect, physical, sexual, or emotional abuse, ensuring individuals receive appropriate support.

All staff follow our safeguarding policy, aligned with Article 53 of the 2010 Constitution of Kenya.

Failure to comply is treated as gross misconduct.

Cheza Music School has trained Designated Safeguarding Leads (DSLs) available for confidential safeguarding inquiries.

Concerns about individuals offering home lessons should be reported to the Head of the Company at 0711832933.

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11. Resources

Clients may need to purchase music books, scores, or accessories to support their learning.

As requirements vary, please consult your Teacher for guidance on additional materials.

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12. Examinations

Cheza Music School assists with booking external ABRSM examinations.

Your teacher will advise on the appropriate time and level for examinations if you pursue formal instrumental, vocal, or theory attainment.

Clients are responsible for examination fees, and Cheza Music School will arrange accompanists as needed.

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13. Music School Concerts

Cheza Music School may organize home recitals to celebrate progress and provide performance experience.

Participation in a home recital, with Teacher support, will replace a Lesson for that week.
