

MUSKE MUSICIANS PORTAL LIMITED

MUSIC SCHOOL TERMS AND CONDITIONS

Revised 5th June, comes into effect from 1st July 2022

These terms and conditions form the basis of the contract between MUSKE Ltd, trading as MUSKE MUSICIANS PORTAL LIMITED, and Customers. Customers are subject to and agree to be bound by these terms and conditions.

In these terms and conditions the following definitions apply:

MUSKE MUSICIANS PORTAL LIMITED means the Music company MUSKE Ltd which provides the Music Service and its Music Schools. References to “MUSKE LTD”/ “we”/”our” are to MUSKE MUSICIANS PORTAL LIMITED.

Customer means any individual to whom MUSKE Ltd supplies tuition to. “Customer” includes the parent/legal guardian of the Customer where the Customer is under the age of 18 or a Customer above the age of 18. References to “you”/ “your” are to the Customer.

Due Date means the date outlined in any correspondence regarding payment or re-booking.

Lesson(s) means the one to one 30 minute or 45 minute or 1 hour instrumental/vocal lessons to be provided by MUSKE Ltd to the Customer. Lessons can take place in the following format:

a) In-Person Home Lessons

Music School(s) means the company/companies under MUSKE LTD which provides the Lesson(s) services.

Price means the charge for the services as set out in the Terms and on the website.

<https://chezamusicsschool.co.ke/>

Personal Data means the information about you MUSKE LTD collects from the Customer to be able to provide its services.

Re-booking means if the Customer wishes to continue with the Lessons beyond the initial term/semester period agreed.

Teacher(s) means any employee of MUSKE LTD delivering music Lessons.

Terms means the terms set out in these terms and conditions of business.

Term/Semester means the twelve-lesson period of Lessons the Customer has signed up to receive from MUSKE LTD.

1. Changes to Terms

Any changes to these Terms are valid only if agreed between MUSKE LTD and the Customer. From time to time we may update these terms and conditions by sending you either an updated version or notification of minor changes. Should you choose not to accept these changes please notify us of your nonacceptance within 14 days of notification. Otherwise, the changes will take effect upon the expiry of the 14th day

2. Booking Lessons

Specialist one to one instrumental/vocal/theory tuition is provided through 12 Lessons of 30 minutes or 45 minutes or 1 hour each. These are delivered as part of a rolling term/semester programme from the time of booking. Please be aware that Lessons are not offered or delivered during National Holidays.

Lessons run in accordance with our published teaching weeks and closure dates. All teaching weeks and closure dates will be communicated to customer via the Student Portal Account they have created with the company or via email or SMS.

When signing up for Lessons, MUSKE LTD will work with the Customer to identify the day and time for the instrument being sought.

2.1 For In-Person Home Lessons

Where MUSKE LTD are able to accommodate requests an offer for Lessons will be made by email along with information about the payment process to be followed to secure the booking. This email will include a Due Date by which the offer must be accepted and the booking secured. Failure to adhere to the Due Date will see the lesson offer withdrawn and the allocated slot released. Should MUSKE LTD be unable to accommodate a tuition request, permission will be sought from the Customer to retain your details so they can be kept informed about future availability.

Where MUSKE LTD are able to accommodate requests, the Customer will be allocated a Teacher. Once the Lesson time has been agreed, the Customer will be emailed information about the payment process to be followed to secure the booking. This email will include a Due Date by which the offer must be accepted and the booking secured. Failure to comply with the Due Date will see the lesson offer withdrawn and the allocated slot released.

2.2 For Lesson(s)

In the case of new Customers for Lesson format, once an initial payment for Lessons has been received, a welcome pack providing additional information ahead of your first Lesson will be emailed to you. Customers undertaking Lessons will also receive the ‘MUSKE LTD Music School Memorandum of Understanding’ document, which forms part of these Terms and Conditions. Our educational ethos is to maintain the long term consistency of teachers and students. However, MUSKE LTD reserves the right to change Teachers for reasonable reasons e.g. retirement, maternity, long term absence etc. Customers

therefore contract with MUSKE LTD to provide Lessons and not for specific Teachers.

Where MUSKE LTD need to change the Teacher for any reason, the Customer will be notified accordingly.

3. Personal Data

MUSKE LTD will use the Customer's name(s), address, telephone number, email address and payment details (your Personal Data) to process your booking. We will only use your Personal Data in accordance with our privacy notice that the company follows.

Our privacy notice contains details of your right to withdraw your consent, to update your preferences, to request further information, and to make a complaint.

4. Re-Booking Lessons

In order to give existing Customers priority to continue with their Lessons, MUSKE LTD operates a re-booking system. This means that, unless you inform us that you either wish to change the day or time, or that you aren't intending to continue with the Lessons, you will be sent an email notification at least 4 lessons before you are due to finish, inviting you to renew your booking and the terms on which it is offered. This email will include a Due Date by which the offer must be accepted.

Should you fail to comply with the deadline we will not be able to guarantee your same lesson slot for the subsequent Term and your allocated lesson slot will be released and made available to others.

If you do not wish to be re-booked for a further Term or wish to change the day or time, you must inform the office by the stated re-booking deadline.

You can do this by phone (0711832933), or email : info@chezamusicsschool.co.ke)

5. Price and Payment Arrangements

The Price of a Lesson is 900ksh for 30 minutes, 1350ksh for 45 minutes and 1800ksh for an hour.

Music tuition provided as part of MUSKE LTD Music School is based on the model of a rolling twelve lesson programme of 12 Lessons at a total cost of 10800ksh for 30 minutes, 16200ksh for 45 minutes and 21600ksh for an hour.

Payment is by term subscription and made by the Customer via mpesa to our till number or to our Stanbic bank account number. The first payment depending on the package chosen is to be made by the Customer at the point of securing their Lesson booking.

Payment can be made using either mpesa or direct deposit to the Stanbic bank account number, details of which shall be communicated to Customer.

If for any reason payment should fail the Customer will receive a notification email advising, there has been a problem with the payment e.g., mpesa payment has not been received.

Once payment has been received both MUSKE LTD and the Customer will receive email confirmation that the request has been processed successfully. You are always welcome

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to contact us should you be unsure of any details. Your legal rights are not affected.

If the lessons are being paid for by someone other than You, you are responsible for informing that person of our payment policies, and deadlines for relaying any communication with regard to re-booking or payments of any sort. You are also responsible of informing the company that someone else will be catering for your payment for your lessons.

6. Refunds and Cancellations

This clause applies to the format of the Lesson.

You may cancel your contract with MUSKE LTD within 14 days of receiving your first Lesson; you may also cancel within 14 days of any re-booking (the "Cancellation Period"). MUSKE LTD will refund to the Customer the cost of any Lessons paid for but not received during the Cancellation Period.

In addition, the Customer has the right to cancel at any time during the Term by giving MUSKE LTD at least 4 Lessons' notice in writing.

Written notification can be given by letter or using the Cancellation Form below at the end of this document and sent by email to:

email: info@chezamusicsschool.co.ke

If you cease to attend Lessons but do not provide written notification of cancellation, you will continue to be charged for Lessons.

MUSKE LTD is under no obligation to provide a refund in the event of Customer absence or failure to attend a Lesson, for example due to sickness, holidays, school trips, exams, medical appointments or excessive traffic.

If the MUSKE LTD is closed, or a Teacher is unavailable to deliver a Lesson(s) for any reason, every effort will be made for the Lesson(s) to be rearranged at a later date. There are contingency dates in the Calendar for catch-up lessons. Refunds will only be issued by MUSKE LTD if a Teacher is unable to make up the Lesson(s).

If MUSKE LTD are unable to deliver the full 12 Lessons for the Customer within the Term, a refund will be issued for any Lessons not provided.

7. Complaints

If you are dissatisfied with any aspect of the Lessons, level of customer service or our performance of this agreement, please send your complaint in writing to the Head of Music School by email (info@chezamusicsschool.co.ke). Any determination made by MUSKE LTD arising from the Terms shall be final.

If your complaint is not resolved by us, or if you remain dissatisfied, you may use the Online Dispute Resolution service which provides alternative dispute resolution. You are not obliged to use this service and it does not affect any other rights or remedies that you may have, but it is free to use and may assist you in resolving your dispute quickly and easily. The service may be accessed via the school website.

8. Exclusion of Liability

MUSKE LTD does not accept liability for loss or damage to Customers' instruments or personal possessions. It is your responsibility to arrange appropriate insurance for these items.

9. Behaviour

All Customers are expected to behave in a responsible and courteous manner during the home lessons at all times and to attend Lessons regularly. Poor attendance, disruptive or anti-social behaviour may result in tuition being withdrawn with immediate effect. No refunds will be issued in such circumstances.

10. Teachers

All Teachers are highly qualified, trained and subject to MUSKE LTD rigorous safeguarding and employment checks.

MUSKE LTD monitors quality and provides continuing professional development for all staff. Observation of Teachers' work for routine performance management may take place during your Lesson or on any day after the lesson. This is non-intrusive to the Lesson content, pace or flow.

11. Safeguarding

MUSKE LTD is committed to the highest standards in promoting the welfare of children and adults and protecting them from harm at all times.

MUSKE LTD is committed to:

- Protecting children and adults who receive our services;
- Ensuring that all members of staff are properly trained and supported in safeguarding;
- Ensuring that all Teachers and staff have enhanced DBS clearance checks.

All staff have a responsibility to provide a safe environment in which individuals can learn. We recognise that some children, young people and adults may become the victims of neglect, physical, sexual or emotional abuse and that MUSKE LTD staff, by virtue of their knowledge and contact with these individuals, are well placed to identify and report such abuse so individuals may be effectively supported as appropriate.

All staff are required to follow the MUSKE LTD safeguarding policy which is in line with the 2010 constitution of Kenya article 53. In addition, all MUSKE LTD staff have access to appropriate training and briefings on a regular basis. To follow correct procedures is a statutory requirement, and failure to do so will be treated as gross misconduct.

MUSKE LTD has a number of trained Designated Safeguarding Leads (DSLs) to whom confidential enquiries relating to safeguarding may be made.

Should a Customer have any concerns about an individual offering the services of home lessons, please call the office on 0711832933 and ask to speak to the Head of the company.

12. Resources

Customers may be required to purchase music books/scores and any relevant accessories as required to support their learning. As individual learning requirements are different, please speak to your Teacher about any additional support materials that you may need.

13. Examinations

MUSKE LTD helps in booking external examinations for ABRSM.

Your Teacher will advise on the appropriate time and level of examination should you wish to pursue formal instrumental/vocal/theory attainment.

Customers are expected to pay any examination fees. The company will make arrangements for accompanists, as appropriate.

14. Music School Concerts

From time to time, the Music School will organise informal concerts to celebrate success and progress as well as facilitating the opportunity to gain essential performance experience. Taking part in a concert of this kind with the teacher's support would be in the place of a lesson for that week.

NOTICE OF CANCELLATION

Email: info@chezamusicsschool.co.ke

I/we give notice that I/we wish to cancel the booking made with you for:

Name of student:

Name of teacher(s):.....

Instrument/lessons taken:.....

Signature:

Name:

Date

This form may be sent by email