

# NEWTON MUSIC Tuition Enrolment Agreement

## Terms & Conditions of NEWTON MUSIC (Groundwater's Guitar School [Inc]) Music Lessons

This policy document is for the information and advice of student, clients, parents, relatives, carers, guardians and those associated with music tuition attendees at NTM (GGS). The wording in this document, as well as the music tuition section of the [www.newtonmusic.com.au](http://www.newtonmusic.com.au) website, forms the music tuition enrolment agreement. Your signature is sought for the purposes of acknowledgement only but is not necessary as the agreement becomes binding on commencement of lessons, regardless of any written consent conferred by you. Your signature is entirely voluntary so you don't have to do anything but once you do commence lessons it is assumed you have read, understand and agree to abide by our music tuition procedures and policies set out herein.

### Student Enrolments

Students register for each school term. A term is usually a period of between 8 and 12 weeks long.

There are four NSW school terms each academic calendar year but our school terms occasionally differ from the NSW state school system, particularly in relation to what is known as "pupil free days" or even a "pupil free week" (usually the week at the start of the school year).

Lessons are usually held Monday to Friday and occasional Saturdays by appointment.

At our discretion, students may commence music lessons at any point throughout a term.

Students are automatically enrolled once lessons have commenced and are bound by this agreement, signed or unsigned, once lessons have commenced.

Students are individually tutored at the same regular weekly timeslot which may change at any time at our discretion.

Completion, including signature, of the Registration Form is suggested but not required.

All student, parent, carer or guardian names, address, fixed and mobile phone numbers are required in case emergency medical issues or other danger or threat requiring urgent decision and action.

The Registration Form may be printed and either mailed with fees payment or presented with fees payment at the first lesson. The form may be presented without payment if credit card, eftpos or direct debit options have been selected.

### Student Lessons

Attendance at every lesson is encouraged but not compulsory.

At our discretion, we may offer to re-schedule music lesson times missed as a result of starting part way through a term. Make up lessons may be offered in the form of extended, double or longer lessons or the fee for missed lessons waived altogether.

To assist in the re-scheduling of missed or absented music tuition lessons it is suggested that if at all possible, and as a courtesy, students advise that they will be unable to attend any scheduled lesson times.

Every endeavour is made to reimburse scheduled tuition time that is missed or absented by either party due to illness or any other reason. This offer is discretionary and may be withdrawn at any time.

Occasionally, extended, double or longer lessons are offered or scheduled at no charge if it is deemed necessary for the advancement of the student. Every attempt will be made to arrange this prior to lesson time but is not always possible.

Previously built up residual or accumulated tuition lesson time, as a result of extended, double or longer lessons may be offered in lieu of missed or absent lessons whether past, present, foreseen or unforeseen future absences, emergency circumstances or situations. This is offered discretionally and not conferred as an automatic student right.

To assist in regular attendance at music lessons, an alternative timeslot may be offered on the same or different day to the scheduled lesson.

Occasionally, music lessons may fall on national, state, regional or local public holidays. Every effort to advise of public holiday music lessons will be made.

We usually offer to make up tuition time that falls on a national, state, regional or local public holiday but this is offered at our discretion at the time of each public holiday event.

Usually during the second last week of every school term a re-registration form, term fee schedule and information newsletter is issued as information and advice regarding the following terms tuition.

We offer trial lessons on request but reserve the right to withdraw this offer at any time.

Initials: . . . . . / . . . / . . .

Student Fees

Our music tuition fees are charged in advanced for each term block.

Term fees may be paid off at periodic increments once arrangements have been made but at our discretion, we reserve the right to withdraw this offer at any time..

The prices shown in the Fees Tuition Schedule are indicative only and may be varied at any time without notice.

Tuition fee invoices and statements indicating balances owing may or may not be issued at any time.

It is understood that the Fees Payment Schedule & Tax Invoice forms part of the tuition agreement and terms & conditions and, that once issued, are accepted as the statement of fees owing, and that all monies owing are due by the close of the school term indicated therein.

Usually, at our discretion, if the first fees payment is received by week 5 of each term we reserve the right to offer the discount rate shown in column 1. Discount Period shown on the Fees Payment Schedule & Tax Invoice.

Usually, at our discretion, if the first fees payment is received by week 7 (9 week term), week 8 (10 week term) or week 9 (11 or 12 week term) of each term we reserve the right to offer the standard fee shown in column 2. Standard Fee Period shown on the Fees Payment Schedule & Tax Invoice.

Usually, at our discretion, if the first fees payment is not received until week 8 (9 week term), week 9 (10 week term) or week 10 (11 or 12 week term) of each term we reserve the right to charge the late fee amount shown in column 3. Late Fee Applies shown on the Fees Payment Schedule & Tax Invoice.

The Fees Payment Schedule & Tax Invoice Column 1. Discount Period is offered at our discretion and may be withdrawn at any time. We reserve the right to charge the column 2. Standard Fee Period instead and apply the incremental late fees shown in this second column and column 3. Late Fee Applies.

We reserve the right to charge an additional late fee - currently around \$22 per student, if any or all tuition fees or sundries remain outstanding at the end of the term period shown on the Fees Payment Schedule & Tax Invoice.

It is the responsibility and onus of students, clients, parents, relatives, carers and/or guardians to ascertain outstanding fees and sundries balances owing.

To assist in this, hand written receipts are provided when monies are tendered for fees and sundries payments. This receipt usually includes a hand written outstanding balance owing after any payment has been received. A staff signature or initials appear on hand written receipts.

If, in the unforeseen event, lessons are terminated by either party, we reserve the right to not refund any amount paid for tuition time not received after cessation of lessons.

We reserve the right to withdraw any advertised tuition deals, discounts or promotional offers.

We reserve the right to ask for a credit card indenture if you your fees payments fall \$200 or more in arrears.

Refusal to provide credit card indenture when asked may result in a 20%-25% administrative fee applied to the account in proportion to the outstanding amount to cover unforeseen tuition fee pursual or legal costs should the matter proceed accordingly.

Artistic, creative, intellectual, technical usage and ownership

All photography/video/vision, audio/sound/music/recorded items/pieces accepted or submitted become the property of Groundwater's Guitar School (Inc), N E W T O N E M U S I C and www.newtonemusic.com.au for use in interviews, advertising, promotions, competitions, events, websites, radio & television and other broadcasts, publications until further notice.

Unclaimed and unpaid items (including: instruments, books, DVD's, CD's, flash drives, books, tapes, sheet music, clothing, bags, repair items) will be sold or donated to charity after a period of 3 months on completion of repair etc if payment remains outstanding after repeated attempts to obtain monies for any repairs, service, maintenance or packing, shipping, couriering or freight are unsuccessful.

Agreement

I have read, understand and accept the terms and conditions of this music tuition agreement. I agree that once enrolled that I am liable to pay all tuition fees and sundries supplied by N E W T O N E M U S I C & its employed and contracted staff even if every available service or lesson is not attended, utilised or accepted.

Name: . . . . . Signature: . . . . . Date: . . . . / . . . . / . . . .

(View your Music Tuition Agreement at www.newtonemusic.com.au/tuitionagreement to check for policy updates and changes. If you have not already done so, please print, sign and return a copy at your earliest possible convenience.)