

Guitar Academy — Terms of Business

For parents, guardians and adult students

Version 3.1 · Effective 2 September 2026 · Replaces the 2024 Terms and the Terms & Conditions section of the 2018 GDPR/Terms page, both withdrawn

Please read these terms before booking. They form the contract between you and Guitar Academy. Together with our Privacy Notice and, where the student is under 18, our Enrolment and Consent form and Safeguarding and Child Protection Policy, they are the whole of our agreement with you.

The five things most worth knowing before you book

These are the terms that most often catch people out, so we have put them at the front rather than leaving you to find them. Each is explained in full later on.

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| 1. Lessons need 72 hours' notice to cancel or move. | Your slot is reserved and the teacher's time is committed. With less than 72 hours' notice, the full lesson fee is payable . We may waive this in genuinely exceptional circumstances — please ask.
Section 6 |
| 2. Cancel by email, phone or the portal only. | Messages sent by WhatsApp, Facebook or text do not count as notice , however early you send them. Section 6.3 |
| 3. Courses are bought as a whole. | If you stop part-way through a group or individual course, the rest of the course fee remains payable , unless we can fill the place. Sections 8.2 and 9 |
| 4. You can change your mind within 14 days of booking online or by phone. | You get a full refund, less any lessons already delivered. Section 3 |

5. Fees are due within 7 days. After that we may charge interest and a small fee for each reminder, and may pause lessons if two lessons go unpaid. **Section 5**

This box is a summary. Sections 3, 5, 6, 8 and 9 are what actually apply.

1. Who you are contracting with

Guitar Academy is a general partnership. The partners are **Vincent Hearn** and **A. Hearn**, who carry on business in partnership under the name “Guitar Academy”. A general partnership is not a separate company: your contract is with the partners themselves.

Trading name	Guitar Academy
Partners	Vincent Hearn and A. Hearn
Address for service of documents	Unit 4A Penns Road, Petersfield, Hampshire GU32 2EW
Email	info@guitaracademyuk.com
Telephone	07385 921 406
Chichester centre	104 The Hornet, Chichester, West Sussex PO19 7JR

In these terms, “**we**” and “**us**” mean Guitar Academy. “**You**” means the person who books and pays for lessons. Where the student is under 18, the contract is with the parent or guardian, not with the child, and that adult is responsible for payment.

Your contract for tuition is with Guitar Academy, and we remain responsible to you for the lessons you have bought.

2. Booking lessons

2.1 Lessons are booked through our booking system, by email or by telephone. A booking is confirmed when we accept it and confirm the lesson time to you in writing.

2.2 Individual lessons are booked either as a **regular weekly slot** or **ad hoc**. Group lessons are sold as a **course** and are dealt with at section 9.

2.3 Before a student under 18 has their first lesson we must hold a completed Enrolment and Consent form, including written consent to one-to-one tuition, two emergency contacts, and any medical, allergy or additional-needs information. We cannot begin tuition without it.

2.4 Please tell us promptly if any of that information changes.

3. Your right to change your mind (online, telephone and off-premises bookings)

3.1 If you book lessons online, by telephone, by email, or anywhere other than at our premises, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to **cancel within 14 days** of the day we confirm your booking, without giving any reason.

3.2 To cancel, simply tell us in writing before the 14 days are up — by email to info@guitaracademyuk.com, or by post to the address above. You may use the model cancellation form at the end of these terms, but you do not have to. We will acknowledge your cancellation as soon as we can.

3.3 If you want lessons to start within the 14-day period, we need you to ask us to. When you book we will ask you to confirm that you want tuition to begin straight away and that you understand you will lose the right to cancel once the lessons you have booked have all been delivered.

3.4 If you cancel under this section after lessons have begun, you pay only for the lessons already delivered, calculated proportionately. We will refund everything else within 14 days, using the same payment method you used.

3.5 We will send you a copy of these terms and confirmation of your booking **by email** within a reasonable time after you book, and in any event before your first lesson.

3.6 This right is separate from, and additional to, the cancellation arrangements in sections 6, 7 and 9. It applies only at the start of a booking.

4. Fees and payment

4.1 Our current fees are published on our website and confirmed to you when you book.

4.2 Lesson fees are invoiced and are **due within 7 days of the invoice date**. Payment may be made by bank transfer, credit card or debit card.

4.3 Payments are processed by third-party providers (currently PayPal, Stripe and SumUp). Any card details that are used by our Autopay platform are stored securely

using a provider called MyMusicStaff. You have the right to edit or amend your payment details via the student portal at any time.

4.4 Teachers must not accept payment directly. Please make all payments to Guitar Academy and raise any question about fees with us, not with your teacher.

4.5 **Changes to fees.** We may change our fees from time to time. We will give you at least **four weeks' written notice** before a change takes effect. Lessons or courses already paid for are unaffected. If you do not wish to continue at the new fee you may end lessons under section 8 without giving notice.

4.6 Autopay - This is a service which you can store a card on our system "My Music Staff" this will automatically take payment from that card after your lesson, within 24 hours or that week. You can change the card to direct debit via the portal if you wish. Payments for not attended lessons will also be taken this way. We require all new customers as of December 2025 to register with auto pay. If you wish to pay by alternative means, such as BACs, you can do but this needs to be confirmed via info@GuitarAcademyUK.com

5. Late or unpaid fees

5.1 If an invoice is not paid by the due date we may charge **interest at 4% a year above the Bank of England base rate**, running daily from the due date until payment is made.

5.2 Where we have to chase an unpaid invoice we may also charge a **£5 administrative fee for each written or telephone reminder**, reflecting the actual cost of doing so. **We will not charge more than £20 in administrative fees on any one invoice**, and we will not charge for a reminder sent within 7 days of a previous one.

5.3 If **two lessons remain unpaid**, we may suspend future lessons until the balance is cleared. We will tell you in writing before we do. Lessons can be rebooked once payment is received, subject to availability.

5.4 If a card payment is declined, please resolve it within 7 days. If it is not resolved, the next scheduled lesson may be suspended until payment is made.

5.5 **Debt recovery.** Where a balance remains unpaid after a reasonable period and we have contacted you about it, we may pass your details to a third-party debt recovery service. We will write to you first. This is a last resort.

5.6 Items lent to you. Anything we lend must be returned by the agreed date. If it is not returned, or is returned damaged beyond fair wear and tear, we may charge the reasonable cost of replacement or repair.

6. Cancelling or rearranging a lesson

72 hours' notice

6.1 We ask for **at least 72 hours' notice** to cancel or move a lesson. Your lesson slot is reserved for you, the teacher's time is committed to it, and at short notice it cannot be filled.

6.2 **If less than 72 hours' notice is given, the full fee for that lesson is payable.** We may waive this at our discretion in genuinely exceptional circumstances — for example a serious illness, a bereavement or a family emergency. Please do ask. We would rather you told us than didn't.

6.3 **How to cancel.** By email or telephone only, or through the student portal. Cancellations sent by Facebook, WhatsApp or text message will not be acknowledged and do not count as notice. Where you cancel by email, the time the email was sent is the time we use. Where you cancel through the portal, it will tell you immediately if there is not enough notice.

Alternative slots

6.4 Where you cancel with less than 72 hours' notice we may, at our discretion and subject to availability, offer an alternative slot in the same week instead of charging you. If you accept it, that rebooked lesson is final and cannot itself be cancelled or moved without the full fee becoming payable.

6.5 The same applies to a lesson we reschedule and deliver within the same week.

6.6 A make-up lesson is offered once. It cannot be carried forward indefinitely or exchanged for a refund.

Repeated cancellations

6.7 We reserve regular weekly slots, and frequent cancellations make the timetable unworkable for everyone. If you cancel **three or more lessons within any rolling 8-week period**, even with full notice, we will contact you and may offer: a move to ad hoc booking, a different regular slot if one is available, or continuing without a reserved time.

6.8 If **three consecutive lessons** are cancelled, the fourth must be paid for in advance and remains payable whether or not it is attended. If you cannot attend it, we will offer

you an alternative slot that week wherever the timetable allows, so that you receive the lesson you have paid for.

7. If we cancel a lesson

7.1 If a teacher is unable to teach we will tell you as soon as we can, by email or text, and reschedule the lesson at a time that suits you. **There is no charge for a lesson we cancel.**

7.2 If we cannot reasonably reschedule within a reasonable period, we will credit or refund that lesson.

7.3 We may need to change your teacher, your lesson time or the venue. We will tell you in advance wherever possible. If a change does not work for you, you may end lessons under section 8.

7.4 **Events outside our control.** Where extreme weather, illness outbreaks, loss of a venue, failure of utilities, government restrictions or other events beyond our reasonable control prevent lessons going ahead, the cancellation charge at 6.2 does not apply. We will reschedule where we can, and credit or refund where we cannot. Updates are posted on our website and social media.

8. Ending lessons

8.1 You may stop lessons at any time by giving us **at least 72 hours' notice** in writing, by email or by telephone. Any lesson falling within that 72-hour period remains payable, as it would under section 6.

8.2 **Where you have bought a course**, including any group course, the fee for the remainder of that course remains payable. Courses are sold and priced as a whole, and a place taken is a place another student could not have. But we will take reasonable steps to reduce what you owe: **if we are able to fill your place, or to move you to a later course, we will credit or refund you accordingly**, and we may waive the balance at our discretion where your circumstances are exceptional.

8.3 We may end lessons by giving you **four weeks' written notice**. We may end them immediately where fees remain unpaid after we have written to you, where a student's behaviour is putting others at risk, or where continuing would be unsafe.

8.4 On ending, we will refund any lessons you have paid for and not received, other than lessons chargeable under these terms.

9. Group lessons and courses

9.1 Group lessons are sold as a **course**, not lesson by lesson. The full course fee is payable in advance to confirm a place.

9.2 Once a course has started it is non-refundable. If a student misses a session, no replacement, credit or refund is offered, because the course continues regardless of individual attendance. In exceptional circumstances — serious illness or relocation — we may at our discretion offer a partial credit towards future tuition.

9.3 If we cancel a group session we will offer a replacement where possible; if we cannot, we will apply a proportionate refund or credit.

9.4 **Minimum numbers.** Courses need a minimum number of students to run. If that minimum is not reached we may cancel or postpone, and you will receive a full refund or a course credit — your choice.

9.5 **If a group does not fill.** Where a course is under-subscribed we may, at our discretion, deliver the remaining sessions as smaller-group or one-to-one tuition at no extra cost, reverting to a group format if more students enrol. The fee does not change.

9.6 **Where the student is under 18, we will not deliver one-to-one tuition under 9.5 unless we hold your written consent to one-to-one tuition.** If we do not hold it we will ask you first. If you would prefer not to consent, we will offer you a proportionate refund or credit for the remaining sessions instead.

9.7 Group sessions depend on cooperation and mutual respect. Persistently disruptive behaviour may lead to removal from the course without refund, after we have raised it with you first.

10. Chichester centre and other venues

10.1 These terms apply equally to lessons at our Chichester centre and at any hired room, hall or studio we use.

10.2 We may adapt timetables, venues or teaching staff at any venue, and will tell you in advance wherever possible.

10.3 Students are responsible for their own travel and punctuality. A lesson that is missed or shortened because of late arrival cannot be extended, refunded or rescheduled, as the following slot belongs to another student.

10.4 Online lessons are delivered on an approved platform. Joining details are sent to you, never to a child directly, and we ask that an adult is at home and aware whenever a child has an online lesson.

11. Safeguarding, supervision and conduct

11.1 Every teacher holds an enhanced DBS certificate including a children's barred list check, current safeguarding training, and their own insurance, and signs our Code of Conduct. Our Safeguarding and Child Protection Policy is given to you at enrolment and is available on request.

11.2 **We are responsible for a student only during their scheduled lesson.** Please make sure a child is collected promptly. Children are not supervised before or after lessons, and waiting areas are not staffed.

11.3 You are welcome to be present at any lesson, or to wait nearby. You never need to ask and we will never discourage it.

11.4 We do not administer medication of any kind, including painkillers and inhalers.

11.5 Please keep a student at home if they have symptoms of an infectious illness. A student with mild respiratory symptoms who is otherwise well may attend. If a student arrives visibly unwell we may cancel the lesson to protect others, and section 6.2 will not apply.

11.6 We expect courteous behaviour towards teachers, other students and venue staff. Abusive or threatening behaviour, from a student or an accompanying adult, may lead to lessons ending immediately.

12. Instruments, equipment and copyright

12.1 Students provide their own instrument unless we agree otherwise, and are responsible for bringing it in playable condition.

12.2 We are not responsible for loss of or damage to personal property at any venue, except where it results from our negligence.

12.3 Please do not photocopy or share sheet music or other copyright material provided during lessons.

13. Your information and marketing

13.1 How we use your information, how long we keep it, and your rights are set out in full in our **Privacy Notice**, which is available on our website and given to you at enrolment.

13.2 We will contact you about lessons, bookings, payments and safety whenever we need to. That is part of providing the service and is not marketing.

13.3 **We may from time to time send you marketing messages, offers, promotions and newsletters when you sign up.** You can withdraw at any time, using the unsubscribe link in any marketing message or by emailing us. Withdrawing has no effect on your lessons.

13.4 We do not sell or share your information for anyone else's marketing.

14. Photography and recordings

14.1 We will never photograph, film or record a student under 18 without your written consent. Consent is given by use — private teaching use, printed materials, website, social media — and each is separate. You may withdraw any of them at any time, in writing, without giving a reason.

14.2 At concerts and events we will tell you in advance what our position is on personal photography, and we ask that images of other people's children are not shared publicly.

15. Our responsibility to you

15.1 We will provide tuition with reasonable care and skill, as the Consumer Rights Act 2015 requires.

15.2 If we fail to do so we are responsible for loss you suffer that is a foreseeable result of that failure. We are not responsible for loss that is not foreseeable, or for any loss connected with a business.

15.3 **Nothing in these terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot lawfully be limited.** Nothing in these terms affects your statutory rights as a consumer.

16. Complaints

16.1 If you are unhappy about anything — a lesson, a teacher, a decision, a charge, or how we have handled a concern — please tell us. Our **Complaints Procedure** sets out

how we handle it. In short: we acknowledge within five working days and respond within twenty.

16.2 A complaint about the safety or welfare of a child is handled under our Safeguarding and Child Protection Policy instead. You never have to come to us first, and you do not need our permission to contact your local children's social care (Hampshire for Petersfield students, West Sussex for Chichester students), the local authority designated officer or the police at any time.

16.3 If we cannot resolve a complaint between us, you may take it to the courts. Alternative dispute resolution is available; we are not obliged to use it, and if we decline we will tell you.

17. Changes to these terms

17.1 We may change these terms. We will give you **at least four weeks' written notice** by email or through the student portal before a change takes effect, except where a change is needed immediately to comply with the law or to protect children.

17.2 If you do not accept a change you may end lessons under section 8, and section 8.2 will not apply to the unexpired part of a course.

17.3 Lessons already booked and paid for are governed by the terms in force when you booked them.

18. General

18.1 If any part of these terms is found to be unenforceable, the rest continues to apply.

18.2 If we do not insist that you do something, or delay in doing so, that does not prevent us insisting later.

18.3 We may transfer our rights and obligations to another business, and will tell you in writing if we do. Your rights will not be affected.

18.4 These terms are governed by the law of England and Wales, and you may bring proceedings in the courts of England and Wales. If you live in Scotland or Northern Ireland you may also bring proceedings there.

Model cancellation form

Complete and return this form only if you wish to cancel within 14 days under section 3. You do not have to use this form — any clear statement in writing will do.

To: Guitar Academy, Unit 4A Penns Road, Petersfield, Hampshire GU32 2EW —
info@guitaracademyuk.com

I hereby give notice that I cancel
my contract for the supply of the
following tuition

Student name

Date of booking / date lessons
ordered

Your name

Your address

Signature (only if sending on
paper)

Date