



Benana Music Studios Ltd

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SCHOOL-BASED LESSON PROVISION POLICY

(Private Lessons Delivered on School Premises)

1. Scope & Relationship to Other Policies

This policy applies specifically to **lessons delivered on school premises** where:

- The contract is between Benana Music Studios Ltd and the parent/guardian; and
- Lessons are paid privately to Benana.

Where provisions in this document differ from our standard Lesson & Studio Policy or Payment & Refund Policy, **this School-Based Lesson Provision Policy shall take precedence for school-delivered lessons only.**

All other published policies remain applicable.

2. Term-Based Structure

School lessons operate strictly on a **term booking basis**.

- A fixed weekly time slot is reserved for the student for the duration of the school term.
- The full term is invoiced in advance.
- Lessons run in accordance with the school's published term dates unless otherwise notified.

We require a minimum initial teaching block of one hour per visit to establish provision within a school.

Reserved Time Slot

A student's weekly lesson slot is reserved exclusively for them during the term. Non-attendance does not reduce fees payable, as the time slot cannot usually be reassigned at short notice.

Fees remain payable for the reserved lesson slot regardless of attendance **except where cancellation notice is given in accordance with the cancellation policy set out below.**

Student Readiness & Collection

Parents remain responsible for ensuring:

- The student is available at the correct lesson time.
- The school is informed that the child is attending lessons.
- Collection arrangements remain the responsibility of the school and parent.

Benana is not responsible for supervision outside the scheduled lesson time.

3. Pricing (School-Based Lessons Only)

All prices include VAT at 20%.

Individual Lesson

20 minutes – £16.60 per lesson (term booking)

Paired Lesson

20 minutes – £19.60 per lesson
(£9.80 per student, term booking)

These school-based prices apply only to lessons delivered on school premises and may differ from pricing at other Benana locations.

Lesson fees are reviewed periodically. Any increase will be communicated in advance and will apply to future lessons from the stated effective date.

4. Payment Terms

Accepted Payment Methods

- Card payment via Stripe through the MyMusicStaff portal (preferred)
- Bank transfer may be accepted
- Cash payments are not accepted unless agreed in writing

We do not store or access card details.

Invoicing

- Invoices are issued via MyMusicStaff.
- The full term must be paid at least **48 hours before the first scheduled lesson of the term.**

- Failure to pay by the due date may result in suspension of lessons and/or cancellation of the reserved time slot. Benana reserves the right to withdraw the reserved slot where payment remains outstanding.
 - Invoices are payable by the stated due date or within seven (7) days if none is specified.
 - Unpaid invoices may result in lesson suspension.
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Distance Contract Cancellation Rights (Consumer Contracts Regulations 2013)

Where lessons are booked online, via email, or remotely, this constitutes a distance contract under the Consumer Contracts Regulations 2013.

Parents have a statutory right to cancel within 14 calendar days of entering into the contract (the “cooling-off period”).

If lessons are due to begin within the 14-day cooling-off period:

- By booking, you expressly request that lessons begin within this period; and
- You acknowledge that once the service has been fully performed, the right to cancel is lost.

If cancellation occurs within the 14-day cooling-off period and lessons have already started:

- You will remain liable to pay for any lessons delivered up to the date of cancellation;
- Any remaining unused lessons will be refunded.

This statutory right is separate from and in addition to the cancellation terms set out elsewhere in this policy.

5. Cancellations & Absence

Student/Parent Cancellation (48-Hour Rule)

A minimum of **48 hours’ notice** is required to cancel a lesson.

Where 48 hours’ notice is provided:

- A make-up credit will be issued.

Where less than 48 hours’ notice is provided or the student does not attend:

- The lesson is charged in full.
 - No credit / refund is issued.
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6. Make-Up Credits

Where issued:

- Credits may be used toward another available lesson.
 - Credits may be transferred to an immediate family member.
 - Credits have no cash value.
 - Credits must be used within the same term or the immediately following term.
 - Expired credits cannot be reinstated.
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7. Mid-Term Withdrawal

Parents may withdraw from lessons mid-term by providing written notice to Benana Music Studios Ltd via email to benanamusicstudio@gmail.com.

Where mid-term withdrawal occurs:

- A refund will be issued only for future lessons that have not yet taken place at the date written notice is received. Refunds apply only to future lessons that have not yet been delivered and are cancelled in accordance with this policy.
- A £10 administrative fee will be deducted from the total refundable amount.
- Lessons already delivered, missed, cancelled without sufficient notice, or previously credited remain payable and are not refundable.
- Refunds will be processed within 14 days of confirmation.

For clarity:

- No refund will be issued for any lesson that has already occurred, whether attended or not.
 - No refund will be issued for student absence.
 - Make-up credits have no cash value and cannot be exchanged or paid out.
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8. School Closures & Operational Interruptions

Where a lesson cannot take place due to:

- School closure
- INSET day
- School trip
- Weather closure
- School operational decision

Benana will either:

- Reschedule the lesson where reasonably possible; or
- Issue a make-up credit.

8A. Timetable Variations

- Lessons delivered on school premises may occasionally require adjustment due to school timetables, assemblies, examinations, trips, performances, or other school activities.
 - Where reasonably necessary, lesson times may be moved within the school day or adjusted slightly in duration in order to accommodate school scheduling requirements.
 - Such timetable adjustments shall not be considered lesson cancellations provided that the lesson is delivered within a reasonable period during the same school day or teaching cycle.
 - Where a lesson cannot reasonably be delivered due to school scheduling constraints, Benana will apply the remedies outlined in this policy (rescheduling, make-up credit, or refund where appropriate).
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9. If Benana Cancels a Lesson

If Benana must cancel due to:

- Teacher illness
- Emergency
- Operational issue

We will:

1. Attempt to provide a suitable substitute teacher; or
2. Reschedule the lesson; or
3. Issue a make-up credit; or
4. Provide a refund for that lesson if rescheduling is not reasonably possible.

Refunds are issued only where a lesson cannot be delivered or reasonably rescheduled.

10. Safeguarding

- All Benana teachers hold Enhanced DBS clearance.
- Teachers are self-employed contractors of Benana.
- Safeguarding concerns arising during lessons must be reported to:
 - Benana's Designated Safeguarding Lead; and
 - The school's Designated Safeguarding Lead.

The school DSL retains primary safeguarding responsibility for all pupils while on school premises.

Benana fully cooperates with all safeguarding procedures.

11. Health & Safety

- The school retains responsibility for premises safety, fire procedures and first aid provision.

- Benana teachers must comply with all school site policies.
 - Benana remains responsible for its staff and any equipment it supplies.
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12. Data Protection

Benana Music Studios Ltd is the **Data Controller** for:

- Enrolment data
- Billing data
- Communication records
- Lesson records

All communication regarding bookings and payments is handled directly between Benana and parents. Benana may communicate with parents via email, WhatsApp or sms regarding scheduling, invoicing, or lesson administration.

Attendance information may be shared with the school where requested for safeguarding or operational reasons.

All data is handled in accordance with UK GDPR and our Privacy Policy.

13. Insurance

Benana maintains Public Liability and Employer's Liability Insurance. Evidence of insurance may be provided upon reasonable request. Insurance summaries are available on request.

14. Legal Status

Lessons delivered in schools are:

- A private contractual arrangement between Benana Music Studios Ltd and the parent/guardian.
- Not employment of the teacher by the school.
- Not a contract between the parent and the school.

The school provides premises only.

15. Force Majeure

Benana shall not be liable for failure or delay in performing its obligations where such failure arises from events beyond its reasonable control, including but not limited to:

- Severe weather
- Government restrictions
- Public health emergencies
- Industrial action
- Utility failure
- Premises access restrictions

In such circumstances, lessons may be rescheduled or credited at Benana's discretion.

16. Limitation of Liability

Benana Music Studios Ltd will provide its services with reasonable care and skill in accordance with the Consumer Rights Act 2015.

Nothing in this agreement limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any liability which cannot lawfully be excluded or limited.

Subject to the above:

Benana Music Studios Ltd's **total aggregate liability** arising out of or in connection with school-based lessons shall not exceed the **total fees paid by the parent or guardian for the relevant school term**.

Benana Music Studios Ltd shall not be liable for any **indirect, consequential, incidental, or economic loss**, including but not limited to loss of opportunity, missed auditions, travel costs, or any other related expenses.

Benana Music Studios Ltd shall not be liable for missed lessons resulting from:

- student absence;
- late arrival or early collection by the student;
- school timetable changes, closures, trips, or operational decisions;
- circumstances outside Benana's reasonable control.

Where a lesson cannot take place due to circumstances attributable to Benana, the remedies set out in this policy (substitute teacher, rescheduling, make-up credit, or refund where appropriate) shall constitute the parent's sole remedy.

Benana Music Studios Ltd is not responsible for supervision of students outside the scheduled lesson time.

Nothing in this policy affects the statutory rights of consumers.

17. Photography & Media

No photography or recording will take place on school premises without:

- Prior written consent from the parent/guardian; and
 - Permission from the school.
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18. Withdrawal of Provision

Benana reserves the right to withdraw or terminate lesson provision where:

- persistent disruptive behaviour occurs;
- fees remain unpaid;
- safeguarding or safety concerns arise; or
- there is a breach of this policy.

Where lesson provision is terminated as a result of the student's behaviour, safeguarding concerns, unpaid fees, or breach of this policy, Benana may cancel the remaining lessons for the term.

Lessons already delivered or missed prior to termination remain payable and are not refundable.

Any refund will apply only to lessons scheduled after the date of termination that have not yet taken place.

Where a refund is issued, a reasonable administrative fee of up to **£30** may be deducted from the refundable amount to cover administrative time and costs associated with managing the matter.

19. Complaints & Dispute Resolution

Complaints must first be submitted in writing to Benana Music Studio Ltd.

We aim to respond within 10 working days.

Nothing in this policy affects statutory consumer rights.

20. Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales.