

# RockAcad Limited

## Terms and Conditions

### 1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply our music lessons, music courses, tutorials and similar services to you (each a “**Music Lessons**”).
- 1.2. Music Lessons are delivered by our professional music teachers (“**Teachers**”).
- 1.3. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will deliver Music Lessons to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.4. **If you are under 16.** If you have not yet turned 16 years old, you cannot place any orders with us. You must ask a parent or legal guardian to place orders on your behalf. If it comes to our attention that an order has been made by a person under the age of 16, we reserve the right to decline or cancel it.
- 1.5. **If you are a parent or legal guardian.** If you are the parent or legal guardian of a person under the age of 16 (a “**Child**”) you understand that these terms and conditions apply to both you and your Child. You accept that you are responsible for supervising your Child and of any actions or omissions of your Child in connection with any Lessons.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US.

- 2.1. **Who we are?** We are RockAcad Limited a company registered in England and Wales. Our company registration number is 12858436 and our registered office is at 61 Cedar Court, Epping, England, CM16 4HL.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at +44 7531245029 or by writing to us at [info@rockacad.com](mailto:info@rockacad.com) and 61 Cedar Court, Epping, Essex, CM16 4HL.
- 2.3. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or during your other communications with us.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

- 3.1. **What you can order.** Our website will clearly set out details of the Music Lessons you can order. You will also be able to order Music Lessons as a package such as a package of 5, 10 or 20 Music Lessons, order as per school half term/full term, or as 1-7 day course or event packages. Where you order a package or lessons, each time these terms and conditions refers to an order it is referring to the package or lesson of Music Lessons you have ordered.
- 3.2. **How we will accept your order.** Our acceptance of your order will take place when we provide you with confirmation on our website that your order is complete and that your payment or payment plan (as the case may be) has been accepted at which point a contract for the purchase and delivery of Music Lessons you have ordered from us will come into existence between you and us. We shall always endeavour to send you a confirmation email to record our acceptance of your order, but if we are unable to send or you are unable to receive such confirmation email it shall not affect the formation of a binding contract between you and us.
- 3.3. **If we cannot accept your order.** If we are unable to accept your order for any reason, we will inform you of this in writing and will not charge you for the Music Lessons. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Music Lessons ordered by you.
- 3.4. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### **4. OUR RIGHTS TO MAKE CHANGES.**

- 4.1. **Minor changes to the Music Lessons.** We may change the Music Lessons:
- 4.1.1. **to reflect changes in the availability of our Teachers.** Whilst we will endeavour to ensure that you receive Music Lessons from the same Teacher for consistency, we may arrange for a temporary or permanent replacement Teacher to deliver the Music Lessons to you where for any reason the Teacher originally assigned for your Music Lessons is unavailable. If this occurs, we will contact you, but it will not entitle you to end your contract with us and receive a refund;
- 4.1.2. **to reflect changes in relevant laws and regulatory requirements** including where for example government laws and/or guidance in response to COVID-19 (such as social distancing measures) are changed so that Music Lessons can be delivered in different formats (see clause 5 below); and

4.1.3. **to implement minor technical adjustments and improvements** such as changing the technology used to deliver Music Lessons to you (see clause 5 below).

4.2. **More significant changes to the Music Lessons and these terms.** In addition, we may make other more significant changes to these terms or the Music Lesson, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Music Lessons paid for but not received.

## 5. **FORMAT OF MUSIC LESSONS**

5.1. **Music Lessons are currently delivered online.** We currently use Zoom, Skype or Microsoft Teams to deliver Music Lessons to you. You do not need to create an account or login with Zoom, Skype or Microsoft Teams to receive a Music Lesson. When using Zoom, Skype or Microsoft Teams you agree to be bound by their terms of use and policies, and confirm that you have read and understood their privacy notices. To review:

5.1.1. Zoom's terms of use and various policies, please click here: <https://zoom.us/en-us/trust/legal-compliance.html>; and

5.1.2. Skype's terms of use and various policies, please click here: <https://www.microsoft.com/en-gb/servicesagreement/>.

5.1.3. We reserve the right to change the technology which we use to deliver Music Lessons to you and to amend these terms accordingly.

5.2. **It is your responsibility to ensure compatibility with Zoom.** Zoom is compatible with most devices with internet functionality. However, it is your responsibility to ensure that your device and systems meet Zoom's requirements. For more information on:

5.2.1. Zoom's compatibility requirements, please click here: <https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux>; and

5.2.2. Skype's compatibility requirements, please click here: <https://support.skype.com/en/faq/FA10328/what-are-the-system-requirements-for-skype>.

5.3. **Changes to the format of Music Lessons.** If government laws and/or guidance in response to COVID-19 (such as social distancing measures) are changed so that Music Lessons can be delivered in different formats, we reserve the rights change our service offering so that Music Lessons can, in addition to being delivered online, also be delivered in person or in a hybrid format and to change any of these terms accordingly.

## 6. **DELIVERING THE MUSIC LESSONS**

6.1. **When we will provide the Music Lessons.** We will supply the Music Lessons on the dates and times agreed subject to clause 9.

- 6.2. **Missed Lessons.** If you miss a Music Lesson without rescheduling it in accordance with clause 9, you will remain liable to pay the full fee for that Music Lesson as if that Music Lesson had taken place.
- 6.3. **Access to provide the Music Lessons.** If you do not allow us access to deliver the Music Lessons as arranged for example because your device is not compatible with Zoom (see clause 5.2) you will remain liable to pay the full fee for that Music Lesson as if it had taken place.
- 6.4. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Music Lessons to you, for example, your contact details including your email address. We will always try to collect this information when you make your order. However this may not be possible in all cases. In that case, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Music Lessons (or any part of them) late or not at all if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 6.5. **Reasons we may suspend the supply of Music Lessons.** We may have to suspend the supply of a Music Lesson to you:
- 6.5.1. deal with technical problems or make minor technical changes;
  - 6.5.2. to reflect changes in relevant laws and regulatory requirements; or
  - 6.5.3. due to lack of availability of Teachers in which case we will contact you to reschedule your Music Lesson (see clause 9).

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. **Materials we provide to you.** Where we provide you with any music sheets, grade books or other materials (in any medium or format) in connection with the Lessons you must use them strictly in accordance with our instructions. Unless otherwise stated in writing by us, your right to use such materials is limited to such use in the Lesson and you must not use them for any other purpose or make copies of them. You understand that any use of such materials in breach of this provision may constitute a breach of another person's rights, including their intellectual property rights.
- 7.2. **Materials you provide to us.** You warrant that our use of any music sheets, grade books or other materials (in any medium or format) you provide to or otherwise share with us or our Teachers shall not breach another person's rights, including their intellectual property rights.

7.3. **You may be required to purchase materials.** From time to time, you may be required to purchase music sheets, grade books or other materials (in any medium or format) in connection with the Lessons. We shall not be liable for payment of such purchases and the purchase of such materials are separate from and do not form part of any amounts paid or owed to us.

## 8. **OUR TEACHERS.**

8.1. **All communications with Teachers must go through us.** You accept that all communications regarding the Music Lessons must go through us and that you will not contact the Teachers directly unless expressly permitted by us. This includes where you wish to reschedule, cancel, postpone Music Lessons; have any requests regarding any Music Lessons; or wish to make any changes to any Music Lessons; or wish to book any further Music Lessons outside of your current order.

8.2. **You shall not approach Teachers independently from us.** You agree not to approach Teachers to arrange music lessons independently from us:

8.2.1. whilst you are using our services and/or ordering Music Lessons with us; and

8.2.2. for a period of six months after your last Music Lesson ordered with us took place.

8.3. **You must treat our Teachers with respect.** You must at all times treat our Teachers with respect. You must not under any circumstances make any comments during Music Lessons which are likely to cause offence to our Teachers. This includes using any insulting, degrading or offensive language or expressing any views which expresses hatred to or against any group of people on the basis of their ethnicity, religion, beliefs, race, class, gender, gender reassignment or sexuality or any other characteristic of that individual.

8.4. **We may need to change your Teacher.** While we will do our best to ensure your Teacher is able to deliver all of the Music Lessons you booked, we may from time to time need to substitute your Teacher for someone else during the course of your Music Lessons. We will always ensure the new Teacher is appropriately qualified to deliver the Music Lessons you have ordered.

## 9. **RESCHEDULING MUSIC LESSONS.**

9.1. **Your right to reschedule Music Lessons.** If for any reason you can no longer attend a Music Lesson, please write to us to let us know at least 24 hours before that Music Lesson is due to take place. We will then arrange an alternative date and time for that Music Lesson to take place. We will not charge you for that Music Lesson provided that you give us at least 24 hours' notice (in the manner set out in this clause). **If you give us less than 24 hours' notice you will remain liable to pay the full fee for that Music Lesson as if it had taken place.** For example, if you ordered a package of 10 Music

Lessons and cancelled or tried to reschedule 2 Music Lessons by giving less than 24 hours' notice then those Music Lessons are treated as if they had taken place meaning that you have 8 Music Lessons left in your package.

- 9.2. **Our right to reschedule Music Lessons.** We will always try to ensure that we deliver each Music Lesson to you at the agreed time and date. Where for any reason we need to reschedule a Music Lesson we will let you know as soon as reasonably possible so that we can arrange an alternative date and time for that Music Lesson to take place.

## 10. YOUR RIGHTS TO END THE CONTRACT.

- 10.1. **You can always end your contract with us.** Your rights when you end the contract will depend on a number of factors including whether there is anything wrong with the Music Lessons, how we are performing and when you decide to end the contract:

10.1.1. If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2; or

10.1.2. If you have just changed your mind about the product, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

- 10.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (10.2.1) to (10.2.3) below the contract will end immediately and we will refund you in full for any Music Lessons which have not been delivered. The reasons are:

10.2.1. we have told you about an upcoming significant change to the Music lessons or these terms which you do not agree to (see clause 4.2);

10.2.2. we have told you about an error in the price or description of the Music Lesson you have ordered, and you do not wish to proceed; or

10.2.3. you have a legal right to end the contract because of something we have done wrong.

- 10.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have the right change your mind within 14 days and receive a refund subject to the provisions of these terms.

- 10.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Music Lessons that have already been provided even if the cancellation period is still running.

- 10.5. **How long do I have to change my mind?** You have 14 days after the day we notify you on our website or by email that we accept your order. However, if any of the Music Lessons are delivered earlier you cannot change your mind, even if the cancellation

period is still running. If you cancel after and we have provided some but not all of the Music Lessons you have ordered from us, you must pay us for the Music Lessons delivered up until the time you tell us that you have changed your mind. For example, where you order a package of 8 Music Lessons and exercise your right to change your mind 10 days later. However you have already used up 3 Music Lessons. In that case, you will receive a refund for the remaining 5 Music Lessons.

## **11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

11.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

11.1.1. **Email.** email us at [info@rockacad.com](mailto:info@rockacad.com). Please provide your name, home address, details of the order and, where available, your phone number and email address; or

11.1.2. **By post.** simply write to us at 61 Cedar Court, Epping, Essex, CM16 4HL including details of what you bought, when you ordered or received it and your name and address.

11.2. **How we will refund you.** We will refund you the price you paid for the Music Lessons by the method you used for payment. However, we may make deductions from the price, as described below.

11.3. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount to reflect any Music Lessons which have already been provided, ending with the time when you told us you had changed your mind. Please refer to the above example at clause 10.5.

11.4. **When your refund will be made.** We will make any refunds due to you as soon as possible and by no later than 14 days of your telling us you have changed your mind.

## **12. OUR RIGHTS TO END THE CONTRACT.**

12.1. **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

12.1.1. you do not make any payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that payment is due;

12.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Music Lessons;

12.1.3. you do not, within a reasonable time, allow us access to deliver the Music Lessons; or

12.1.4. where you otherwise commit a material breach of these terms.

12.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3. **We may withdraw the Music Lessons.** We may write to you to let you know that we are going to stop providing Music Lessons. We will let you know at least seven (7) days in advance of our stopping the supply and will refund any sums you have paid in advance for Music Lessons which will not be provided.

### 13. IF THERE IS A PROBLEM WITH THE SERVICE.

13.1. **How to tell us about problems.** We are committed to providing high-quality online music classes to you. Where you think that we have not used reasonable care and skill in providing the Music Lesson, or you have any other issue with the Music Lesson, please do tell us about it. This will help us to improve our standards. You can write to us at [info@rockacad.com](mailto:info@rockacad.com).

13.2. **Summary of your legal rights.** We are under a legal duty to supply Music Lessons that are in conformity with this contract. Nothing in these terms will affect your legal rights.

13.3. **If you have a complaint about a Teacher.** We take every step to ensure that our Teachers provide you with a high-quality service and take any complaints made about a Teacher's behaviour very seriously. All our Teachers are background checked before we allow them to provide their services to you. If you do have a complaint, please let us know as soon as possible and we will do our best to resolve the dispute. You can write to us at [info@rockacad.com](mailto:info@rockacad.com) or fill in and email us back a complaints form, which is downloadable as a PDF from our 'Policies' page.

### 14. PRICE AND PAYMENT

14.1. **Where to find the price for the Music Lessons.** The price of the Music Lessons (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Music Lessons advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of your order.

14.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we deliver the Music Lessons, we will adjust the rate of VAT that you pay, unless you have already paid for the Music Lessons in full before the change in the rate of VAT takes effect.

14.3. **What happens if we got the price wrong?** It is always possible that, despite our best efforts, the Music Lessons we sell may be incorrectly priced. Where the correct price of your order is less than our stated price at your order date, we will charge the lower

amount. If the correct price of your order is higher than the price stated to you, we will contact you for your instructions before we accept your order.

14.4. **When you must pay and how you must pay.** We accept payment via PayPal, BACS, debit or credit card and any other accepted methods of payment as stated on our website. Unless you have chosen to pay using our Payment Plan (see clause 14.5) you must make advance payment of all Music Lessons you are ordering.

14.5. **You can pay using our payment plan.** Payment plans are offered on select Music Lesson packages as a courtesy and at no finance charge. You will be notified of the payment instalment amounts and approximate dates we will take payment for the Music Lessons from your chosen payment method ("**Payment Plan**"). You accept and give us authority to take the remaining payments using your chosen payment method on or around the dates referenced in the Payment Plan. You must maintain an adequate balance on your chosen payment method to allow for payments to be taken on the due dates.

14.6. **We may suspend supply and charge interest if you do not pay.** If you do not pay us for the Music Lessons when you are supposed to, we may:

14.6.1. suspend supply of the Music Lessons until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Music Lessons;

14.6.2. seek to recover from you payment for any Music Lessons which were provided but not yet paid for (for example Music Lessons you received using our Payment Plan which you have defaulted on); and

14.6.3. we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

15.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 13.2.
- 15.3. **We are not liable for loss or damage caused by others (including yourself).** We shall not be liable for the actions of others (including yourself). We shall not be liable for any failure or delay in providing the Music Lessons where the same arose as direct or indirect result of your actions or omissions.
- 15.4. **We are not liable for business losses.** The Music Lessons are for your domestic and private use only. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity whether such loss is direct or indirect or foreseeable or not.
- 15.5. **We will not be liable for events outside our control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control including any network, connection or communication issues or failures which may arise (“**Event Outside Our Control**”). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where an Event Outside Our Control prevents us from performing our obligations for a period of three (3) months or longer, you may end your contract with us.
- 15.6. **We provide no guarantees that the Music Lessons will improve your musical abilities.** Although we will use reasonable skill and care in delivering the Music Lessons, we cannot guarantee that the Music Lessons will improve your musical abilities. We also cannot guarantee that the Music Lessons will enable you to pass any music exams or tests nor that you will be able to play your chosen musical instrument to a certain level or standard.
- 15.7. **We are not liable for our Teacher’s actions in some circumstances.** Whilst we will use all reasonable endeavours to resolve any issues without delay, we will not be liable for any actions or omissions of our Teachers which are outside the scope of what a reasonable person would expect from the provision of the Music Services we are providing.

## 16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1. **How we may use your personal information.** We will only use your personal information as set out in our privacy policy: <https://www.rockacad.com/privacy-policy/>.

## 17. OTHER IMPORTANT TERMS

- 17.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.
- 17.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.