



**HARDING MUSIC**

PLAY • CREATE • TEACH • MUSIC

# Studio Policies

Terms and Conditions  
Updated June 2022





# Harding Music Studio Policies

**To ensure the smooth-running of our teaching practice, the following policies need to be agreed to and adhered to by all students and parents (where students are under 18)**

- 1. Booking Your Lessons & Payment Policy**
- 2. Cancellations**
- 3. Online Lessons Policy & Safeguarding Policy**
- 4. Privacy Policy**





# Harding Music

## Studio Policies

To ensure the smooth-running of our teaching practice, the following policies need to be agreed to and adhered to by all students and parents (where students are under 18)

### 1. Booking Your Lessons & Payment Policy

#### Guidance to help get you or your child signed up to music lessons with Harding Music

##### How to Book

- To sign-up to music lessons with Harding Music, you must first complete the online sign-up form via our website: <https://www.hardingmusic.mymusicstaff.com/Join-Us>
- A contract/Agreement will then be sent to you. Once the contract/Agreement has been signed and returned lessons can commence.
- If you apply for music lessons and we are unable to accommodate your application then we will place you on a waiting list and you will be given priority, chronologically in order of application, if and when a place becomes available.
- New online lesson applicants are eligible for an optional free 10-minute technical set-up to ensure there is a clear connection, the software is navigable and to test camera angles / positioning, etc.

##### Payment Structure: £40/hour + £20/30-minutes

- **How we set our fees:**
  - Our fees are in line with current union advice for private music teachers in the UK. We adhere to the Musicians' Union Rate of Pay for Private Music Teachers used by most reputable private music teachers across the UK. Currently (June 2022) this is £36 per hour as a **minimum** and should be altered to reflect additional costs incurred by the teaching setting and reflective of teachers' skills and experience.
  - Rates also factor in all the financial obligations of being self-employed, such as holiday pay, sick pay, pension contributions, insurance and parental leave. **They are recommended minimums.**
  - Our current rates for the 2022/2023 academic year are £40ph and £20/30-minutes to reflect the high-level skills, qualifications and experience we offer Pupils (Qualified Teacher Status/18-years teaching experience across the north of England/professional musician/100% pass rate/Music degree (BMus(hons))/ABRSM Grade 8 Piano/ABRSM Grade 8 Violin/ABRSM Grade 5 Theory (100%).
  - We factor in the rent for the use of the building hosting our lessons at a charge of £1 per 30-minute lesson and £2 per 1-hour lesson.
- **Block Half-Termly Payments:**
  - Lessons should be pre-paid half-termly. Invoices are emailed via QuickBooks. BACS/direct bank transfer is the preferred method of payment.
  - Half-termly blocks will contain 5-7 lessons as set by the Calderdale Council School Holiday Calendar. This will be visible on the My Music Staff calendar. Find the term dates here: <https://www.calderdale.gov.uk/v2/residents/education-and-learning/schools/school-term-dates>
  - Invoices will be sent two weeks prior to the current term/payment block expiring. This allows the teacher time to collect payment in advance of the next term/block to maintain continuity by securing students in their current lesson slot, setting the forthcoming schedule by identifying empty slots left by those discontinuing lessons, time to receive notification of stopping lessons, and time to sign up waiting list students by the start of the following term / payment block.
  - Payments are due 1 week before the start of the next term/payment block.
- **Late payment or failure to pay:**
  - We adhere to a "no fee, no lesson" rule. Like most businesses, services will should be provided until required payment has been made.
  - Late payments will incur an additional 'Late Payment Charge' of 10%. Non-payers will be contacted by representatives from the Incorporated Society of Musicians (ISM). Small claims court proceedings then follow.



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### 2. Cancellations

***We must have a clear cancellations policy to ensure that we cover costs and lost teaching time (i.e. potential earnings) in the event of lesson cancellation. Thank you for understanding.***

Each session has an allocated time slot which will be scheduled onto the My Music Staff platform calendar, and therefore must start at the time the session was booked for. If you are more than 10 minutes late then it may, in some circumstances (short lessons), prevent the lesson going ahead. Lateness cannot be added onto the lesson time and only the remaining time within the allocated time-slot will be used.

#### If you cancel a lesson:

- o Please carefully check your diary to ensure that you are available to attend any private tuition you are booking.
- o Missed Lessons:
  - If circumstances change and you are unable to attend the session then **24 hours' notice** must be given. If less than 24 hours' notice is given the lesson is still chargeable.
  - The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee.
  - Please note: Rearranging a lesson may not be possible due to the teacher having no available lesson slots in their schedule.

#### If your Harding Music teacher cancels a lesson:

You will be given as much notice as possible and offered a different date. If this is not possible then this lesson will be rolled over into the next payment window (taken off the next invoice). Harding Music can not be held liable for any other costs or expenses that you may incur in the event of cancellation by us.

#### Termination of Agreement - Cancelling Lessons altogether:

A decision to discontinue Lessons may be taken by the Student or the Teacher in which case written notice of 1 month shall be given by the party seeking to discontinue. Such termination will take effect at the end of a term only and not at any other time. If the Teacher gives notice to terminate tuition at the end of a term in accordance with this Condition 6(c) the Teacher will continue to provide lessons until the end of that term.

In the event that the Student discontinues Lessons with insufficient notice, they will be liable to pay fees for those Lessons not taken during the notice period.

Where fees are not paid on time, the Teacher reserves the right, entirely at the Teacher's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil or Pupil's parent or carer. This right to terminate is without prejudice to any other rights the Teacher may have.





# Harding Music

## Studio Policies

To ensure the smooth-running of our teaching practice, the following policies need to be agreed to and adhered to by all students and parents (where students are under 18)

### 3. Online Lessons Policy & Safeguarding Policy

**We must have a clear Online Lessons and Safeguarding policy to ensure the online and offline safety of all involved in the music lessons.**

#### 1 Location of lessons

The Teacher shall give lessons to the Pupil in accordance with the Agreement. If the Teacher and the Pupil cannot meet in person at any physical location in the Agreement for reasons beyond the control of the parties, tuition will be given to the Pupil via an online platform as agreed by the parties for a period to be agreed by the parties in writing during which the terms of this Online Lessons Policy will apply. If the location given in the Agreement is 'Online' all lessons shall be given online in accordance with the terms of the Agreement and this Online Lessons Policy.

#### 2 Timetable and duration of lessons

The lesson timetable and lesson duration shall be as specified in the Agreement. The Teacher and Pupil or Pupil's Parent/Guardian may agree to vary the timetable and duration of lessons subject to written confirmation by each party to any agreed changes. If Pupil or Pupils are over 15 minutes late to the online lesson, the lessons will be cancelled with no refund / roll-over given.

#### 3 Additional lessons

The Teacher and Pupil or Pupil's Parent/Guardian may agree at any time to schedule additional online lessons, which shall be paid at a rate agreed in writing by the Teacher and the Pupil/Pupil's Guardian/Parent.

#### 4 Pupil's teaching environment and equipment

4.1 The Pupil or Pupil's Parent or Guardian shall be responsible for a suitable location for online tuition (no bedrooms/bathrooms)

4.2 The Pupil or Pupil's Parent/Guardian shall be responsible for provision of technology suitable for the online tuition and shall ensure that any applications or other technology specified by the Teacher for the tuition is installed and tested before online lessons commence. The Teacher is not responsible for the loan or supply of any equipment or materials, unless agreed in writing in advance.

4.3 The Teacher is not liable for any delays or disruptions caused by technical difficulties of whatever nature at the Pupil's home or their location for the lessons. The teacher shall not be required to make up any time lost through such incidents.

4.4 The Teacher is not liable for any damage, technical faults or failures of equipment and software belonging to the Pupil or Pupil's Parent or Guardian.

#### 5 Safeguarding

5.1 The parties agree that safeguarding in the online environment is of paramount importance and agree that they shall observe best practice and professional guidance (such as advice to teachers from the ISM) in safeguarding and child protection at all times.

5.2 The Pupil or Pupil's Parent or Guardian agrees to follow any safeguarding requirements specified by the Teacher.

5.3 The Pupil, if aged 18 or under, will not contact the Teacher directly by any means for whatever reason: all communications relating to the lessons shall be made between the Pupil's Parent or Guardian and the Teacher preferably by email except in an emergency such as unavoidable cancellation of a lesson at the last minute, where telephone use is acceptable.

5.4 Inappropriate behaviour or use of inappropriate or unlawful materials during the lessons by the Pupil may result in the Teacher terminating the lesson immediately and the teacher reserves the right to terminate the agreement with immediate effect, in which case the Teacher shall not be required to refund any fees previously paid.

#### 6 Other

All other terms in the Agreement shall remain unaffected and remain in full force.



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### 4. Privacy Policy

#### Personal data and privacy statement

We process personal data relating to clients and customers, and to those who are interested in the services we provide. We are committed to complying with our legal obligations in respect of data protection and privacy. This statement sets out the principles we apply when processing personal data. This statement describes the types of personal data we may collect about you. This statement also describes what we do with any data we collect about you, how we will keep it secure and the legal bases on which we rely for processing your data. This statement also informs you of your rights and how you can contact us.

#### About us and our services

We are a partnership: Harding Music. We provide educational services, including lessons, workshops, courses, classes, as well as offering music performance services (session musicians, depping, live performers), and music production services (recording, creation, composing, and arranging). I am a Data Controller for the purposes of current data protection legislation. My contact details are: Emily Harding, Harding Music, 8 Thomas Street, Lindley, Huddersfield, HD3 3JN | 07412655689 | hardingmusicuk@gmail.com | www.hardingmusic.mymusicstaff.com

#### What personal data do we collect from you?

Personal data is any information relating to an identifiable living individual. We only collect the personal data we need to be able to provide you with the services you have asked us to provide or tell you about.

- Personal/contact information - this can include your name, contact address, email addresses, telephone numbers, your/your child's date of birth (needed for examination entries).
- Payment information - your bank details for billing purposes.
- Digital information - IP addresses, and details of your interaction with our website and social media, should you engage with us through these channels.
- Correspondence - information relevant to your specific enquiries.
- Other - any other information you choose to provide to us.

#### When do we collect personal data?

We will collect information about you when you enter into a contract with us, make enquiries about our services, visit our website and engage with us on social media.

#### What is our lawful basis for processing your data?

We may only process personal data where we have a lawful basis to do so. We may collect and process your personal data when:

- It is necessary for the performance of contracts with you;
- it is necessary for the purposes of our legitimate interests as a business. In these cases we will do so in a way which might reasonably be expected from our relationship with you, and which does not impact materially on your fundamental rights, freedom and interests. We will not process your personal data on this basis if we believe your rights override ours. Instead, we may seek your specific consent, and/or another legal basis;
  - it is necessary for compliance with legal obligations;
  - we have your consent to do so, for example in relation to marketing by electronic means.

Please see below for more detailed information about how we will use your data and on what basis. If you have any concerns about our data processing please contact us: see **Contact** below. Please also see **Your rights** below.



## How will we use your personal data?

We may process the information we collect about you:

- to perform any contract, we have agreed with you, or to respond to any enquiries you make in this connection before we enter into a contract. The lawful basis for this processing is performance of a contract with you or because you have asked us to take specific steps before entering into a contract in respect of these activities and services;
- to respond to any other enquiries or complaints. We need the information you supply to enable us to respond.
- to protect our business from fraud and other illegal activities. This processing is necessary for our legitimate interests by ensuring the proper management of our business and financial risks.
- to provide you with information by post (or by email, with your consent) about other products and services we offer similar in nature
- to those you currently receive or have previously asked about. Information we may process for this purpose includes your name, address and email address.
- This processing is necessary for marketing our services, which is a legitimate business interest.
  - We will only send marketing information to you by email if we have your consent. You have the right to withdraw your consent at any time. Please write, email or telephone us: see Contact below.
- to send you communications required by law or which are necessary to inform you about changes to the services we provide you, for example, updates to this Privacy Statement, and any information legally required which relates to any contracts between us. These service messages will not include any promotional content and do not require prior consent when sent by email or text message. This processing is necessary for us to comply with our legal obligations.
- to administer our website, and send you survey and feedback requests to help improve our services. These messages will not include any promotional content and do not require prior consent when sent by email or text message. This processing is necessary for development of our services, which is a legitimate interest of our business. We have a legitimate interest to do so as this helps make our products or services more relevant to you. You are free to opt out of receiving these requests from us at any time by contacting us.

## Who do we share your data with?

In some circumstances we may need to share your data with the following:

- Our accountants/auditors
- Accounting software company (QuickBooks)
- Direct debit company (GoCardless)
- Examination boards
- Online studio management platform (My Music Staff)

We may also share your data with third parties, such as Sender (mailing list) to support the efficient running of our business. If this is necessary, we will provide only the information they need to perform the services we require. They will only use the data for the purposes we specify. We require third parties to maintain appropriate security to protect information from unauthorised access or processing. In some circumstances, we may need to share your personal data with other third parties (including legal or other advisers, regulatory authorities, courts and government agencies) to enable us to enforce our legal rights, or where such disclosure may be permitted or required by law. Unless we tell you otherwise, your data will not be processed outside the EEA.

## How long will we keep your data?

We will only keep personal data for as long as is necessary to provide our services, or for as long as we reasonably need to keep the information for the lawful business purposes or to comply with a statutory or other legal requirement.

## Data security

We will take appropriate technical measures to protect the personal data we transmit, store or otherwise process against accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access. Our computers and mobile devices are password protected.

## Your rights

You may exercise your rights by contacting us using the details in Contact, below. We aim to handle any requests within a reasonable period and, in any event, within one calendar month of the original request.

- **Right to information and access**
  - You have the right to be informed about what personal data we collect about you, why, on what lawful basis and what your rights are. This Privacy Statement is the key document we use to inform you about this. You also have a right to request access to the information that we hold about you, and to receive a copy of this information, along with other information which is generally contained in this Privacy Statement.
- **Right to rectification**
  - You have the right to request that inaccurate personal data be rectified, or completed if it is incomplete.
- **Right to erasure and restriction**
  - You have the right to ask us to limit or cease processing or erase information we hold about you in certain circumstances. When responding to such requests, we will tell you how such restrictions or deletions may affect our ability to fulfil our contracts with you or otherwise affect your interests.
- **Right to object**
  - You have the right to object to our using your information for direct marketing. You can also ask us to stop using your information, where we are processing it on the basis of our legitimate interest. We will do so unless we believe we have a legitimate overriding justification to continue processing your personal data.
- **Right to withdraw consent**
  - If you have given us any specific consent to use your personal data, you have the right to withdraw it any time. If you wish to tell us that you are withdrawing your consent, please email us at [hardingmusicuk@gmail.com](mailto:hardingmusicuk@gmail.com)

## Complaints

If you are unhappy with the way we process your personal data, please contact us using the information provided below. You also have the right to lodge a complaint with the Information Commissioner's Office (ICO):

**Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF;**  
Tel: 0303 123 1113 or 01625 545 745 | <https://ico.org.uk/global/contact-us/>

## Contact

If you have any questions about this policy, or you wish to exercise any of your rights, please email us at [hardingmusicuk@gmail.com](mailto:hardingmusicuk@gmail.com), or telephone us on 07412655689.

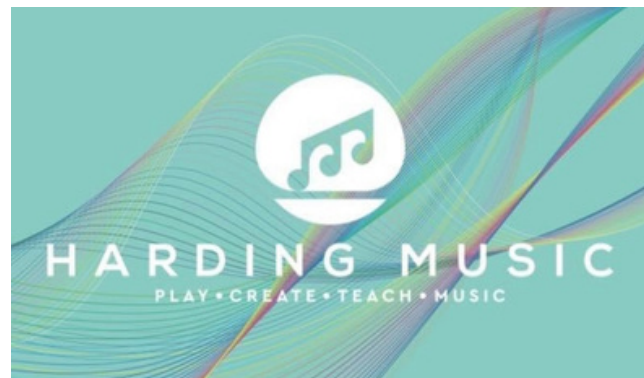
## Updates to this statement

We may change this privacy statement from time to time. We will post updates to this privacy statement on our website, and where appropriate, we may notify you by post or email. Please check our website to stay up to date.



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www.hardingmusic.mymusicstaff.com



*Within The Nook,  
GoEducate/Page.Bookshop*

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## Music tuition

**VIOLIN  
VIOLA  
PIANO  
MUSIC THEORY**



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