

TERMS AND CONDITIONS FOR TUITION AT LINCOLN SCHOOL OF MUSIC
As of July 1, 2022

The following Terms and Conditions apply to all lesson agreements made between Lincoln School of Music ("LSM") and its students and the parents/caretakers of its students ("the student") and include references to the Lincoln School of Music - Schools Program students.

The Terms and Conditions described below may seem relatively strict but have been discussed at length amongst the LSM leadership team with the endeavor of making them as fair as possible for both client and provider. As LSM is a social enterprise that functions with minimal margins, such lines in the sand have had to be drawn and are not a reflection of how awesome the majority of LSM Families are. They are a reflection of the small margin of people that have taken advantage and never paid for services rendered that jeopardize the livelihood of our teachers and managers. We try to approach each individual case in good faith with an open ear and we hope that you will also approach us in the same manner. There will be times that the terms and conditions are more in favor of LSM but there are also other times that they are more in favor of the student/caregiver.

1. Term Dates

- 1a.** Teaching weeks at LSM roughly adhere to the Lincoln Public School Terms. However, there are occasional differences and our term dates are sent out before every term begins.
- 1b.** At all times it is the responsibility of the student to be aware of the first and last dates of term at LSM.

2. Communications

- 2a.** All correspondence is sent out to the student by email. If this causes a problem, please let LSM know.
- 2b.** It is the student's responsibility to make LSM aware of any changes to their contact details. LSM will not be held responsible for any missed communications, late/overdue payments, missed lessons, etc. if this is due to incorrect contact information.
- 2c.** Due to the size of our student roll, most of LSM's communication is done via bulk delivery services e.g. mail merge, therefore there is a level of potential error associated with this. If you notice something incorrect e.g. lesson details or account details, it is not meant offensively. In these cases please let us know via email at tim@lincolnschoolofmusic.com so we can rectify the situation as soon as possible.

3. Timetabling of Lessons

- 3a.** The student will be informed of the lesson day, time, and the date of their first lesson before their teaching commences, either by phone, in person, or by email. LSM will aim to confirm all the lesson details by email but does not guarantee that this will be the case if it deems sufficient confirmation has been provided by other means.
- 3b.** Site-based lessons - if the agreed lesson times or days need to be changed, the student will be contacted as far in advance as possible and alternative arrangements will be made to continue the lessons at times and days that suit the student and LSM.
- 3c.** School-based / School program lessons –
 - 3c.i.** If the agreed lesson day needs to be changed, the student will be contacted as far in advance as possible and alternative arrangements will be made with the school and the student for a suitable new lesson time.
 - 3c.ii.** If the agreed School program lesson time needs to change to a new time, on the same day of the week and within school hours, the student will not be informed in advance and will instead be collected at the new time by the teacher.

4. Absences

4a. Site-based and School Program lessons –

4.a.i. No catch-up lessons or credits will be provided for an individual's absence from a School Program/group lesson/band class/choir/or any other group-based (more than one per class) Lincoln School of Music offers.

4.a.ii. Where a Lincoln School of Music program teacher is not able to teach, due to illness or a vehicle/mechanical failure, LSM will arrange for the missed lessons to be caught up at a time that suits the affected school and will endeavor to notify the customers of the catch-up lesson.

4.a.iii. (Site-based individual lessons only) - If the individual gives at least 48 hours' notice, the teacher will present the customer with a suitable catch-up lesson time, however, no credit will be given if new times do not suit.

4b. Teacher Absences (Site-based lessons) –

4.b.i. If the student's teacher is unavailable to teach, LSM will attempt to arrange a cover teacher.

4.b.ii. If we are unable to arrange cover, a catchup lesson will be offered on another day, or a spot in another class or during the term holiday break on the usual day/time, Lincoln School of Music will endeavor to arrange a catch within reason, however, no credit will be offered.

4c. Unavoidable cancellations (Schools program only) –

4.c.i. LSM diligently attempts to exclude all events planned by the school that conflict with lessons at the start of each term, however, customers agree to inform LSM of clashing events to the best of their knowledge.

4.c.ii. If a school cancels LSM's teaching due to events outside of LSM's control, including but not exclusive to, school closure/unplanned school trips or sports events/teacher strikes, teacher-only days, and swimming, it is not LSM's responsibility to make itself aware of any such event or to provide any catch-up or a credit caused by this.

4.c.iii. No refunds will be given for any missed lessons in schools if there is a school event clash or student sickness of any kind. Our online lessons platform is a full lesson replacement and will be provided instead of the missed lesson.

4d. Ongoing absences –

4.d.i. If a student will be absent for more than three weeks due to medical reasons, some arrangements may be made at the discretion of LSM management.

4e. Emergency Plan

4.e.i. LSM will not provide refunds for either On-Site tuition and In-School lessons in the event of government-mandated closures if changes occur within a school term.

4.e.ii (In School Lessons). If schools do not let LSM teach due to their own Health and Safety Policies not allowing LSM to enter, LSM is not liable for credits or refunds.

4.e.iii. Online lessons are a full replacement for lessons missed due to any closures outside of or within LSM's control. These lessons will be a full replacement, and no credit or refunds will be given instead.

4.e.iiii. Customers and staff will be asked to refrain from coming to lessons if in any way unwell during any Government-mandated restrictions. No refund or credit will be given if a student is not attending or asked to leave if at all unwell.

5. Duration of the Lesson Agreement - ongoing

5a. The lesson agreement between LSM and the customer is a rolling agreement that continues into each new term and new year unless written cancellation is received.

6. Cancelling the Lesson Agreement – the customer must opt-out of the Lesson Agreement with LSM

- 6a.** If the customer wishes to cancel the lesson agreement with LSM, written notice via email to tim@lincolnschoolofmusic.com must be received by LSM Management. A cancellation fee of \$50 will apply to all lessons offered by LSM, if the remaining balance is more than \$50 on a customer's account, this will be credited, and not be refunded.
- 6b.** Verbal notice given to the teacher and or a phone call will not be acted upon and is not considered sufficient.
- 6c.** No refund or credit will be given for any cancellations part way through a term for the Music program in schools.
- 6d.** If LSM has to cancel a lesson agreement it will endeavor to give two weeks' notice to the customer. Any lessons remaining after the lessons' end date will be credited to the customer's account if payment has already been made.
- 6e.** If in exceptional circumstances, LSM has to cancel the student's lesson due to damage to LSM property or harassment of LSM staff by the student, this may be done with no notice.
- 6f.** If a customer is canceling during term time and has not yet paid their invoice, the customer will have to pay the \$50 cancellation fee in addition to any lessons already received at a rate of \$37 per lesson for the School program

7. Payments at LSM's Office – 2788 South Street, Lincoln, NE.

Please note, the office is not always staffed, so check in advance to ensure payments can be accepted.

- 7a.** CREDIT CARD details can be phoned through to our office on – (402) 476-5691 or email us and LSM will contact you.

8. Tuition Fees and Accounting

- 8a.** LSM teachers CAN NOT accept payments in any form.
- 8b.** LSM starts following up tuition fees with an assumption of good faith that it is an unintentional mistake.
- 8c.** The student will be billed for each future month in full towards the end of the preceding month.
- 8d.** Full payment must be received before the new month starts unless an agreed plan has been put into place.
- 8e.** LSM prefers online/Internet banking payments.
- 8f.** New students will receive an invoice when their enrollment is processed.
- 8g.** If the student commences lessons part way through a month, the remainder of that month will be billed in full and payment must be received or an installment plan needs to be agreed, upon within one week of the invoice being issued.
- 8h.** Upon enrollment a student or guardian/caregiver of the student will be set up with a Customer Portal log in. All monthly fee invoices, payments, and lesson details are accessible there.
- 8i.** Installment payments are not to be confused with a "payment of for lessons" arrangement. The full invoiced fee is due – and debit payments can be made against the total sum owed.
- 8j.** Weekly, fortnightly, or monthly plans covering the total amount of the invoice can be set up via debit. A list of dates of when the debit is likely to take place will be sent to you before the month in question, so any changes must be requested.
- 8m.** A discount of 15% will be applied to all lessons where three or more lessons/activities are attached to a single-family record on the LSM database. This discount will not be applied retrospectively for any lessons already billed.
- 8n.** Penalties for late payments will be applied as per the below.

9. Penalties

- 9a.** Overdue accounts can accrue penalties of \$30 when overdue for 28 days and \$15 for every following 14-day period.

9.a.i. LATE PAYMENT Penalties will be added to accounts that are 28 days in arrears. If the account remains overdue, further penalties will be added every 14 days.

9.a.ii. Late Penalty charges are made up of two parts - a \$10 late fee and a \$20 administration cost.

9.a.iii. Dishonored Internet Payments – the student’s account will be debited with a \$10 fee if any online payment is annulled.

9.a.iv. Dishonored Check Payments - the student’s account will be debited with a \$10 fee if any check payment is annulled.

9.a.v. The student is responsible for any and all charges that their bank may levy for rejecting any payment to LSM.

9b. LSM reserves the right to temporarily and fully suspend students from lessons with unpaid monthly fees during term time. A temporary suspension means that LSM will keep the lesson timeslot available for the student in the hopes that payment will be made. A full suspension means that LSM has the right to fill the student's lesson time slot with another student from the waitlist.

9c. Debt Collection details.

9.c.i. Payments more than 30 days in arrear may be handed over to a debt collection agency for debt collection.

9.c.ii. LSM will attempt numerous contacts prior to resorting to this unfortunate measure.

9.c.iii. All costs incurred for sending an account for debt collection are added to the student’s outstanding balance.

10. Photography & Filming

10a. LSM may use film or still photographs of students for appropriate promotional purposes.

10b. You (or your parents if you are under 18 years of age) must inform LSM in writing at any time if you will not allow the use of such images.

11. Changes to the Terms and Conditions

11a. The Terms and Conditions described above are agreed to upon enrollment and may be changed at any point by LSM without providing notice to the student. A copy of the Terms and Conditions will always be available on our website and may be emailed to the student on request.

Contact Details

For all general inquiries to *office*: tim@lincolnschoolofmusic.com

For all *absence* notifications E: tim@lincolnschoolofmusic.com

For all *resources* queries - workbooks/instrument purchase E: tim@lincolnschoolofmusic.com

For all Lincoln School of Music *schools* program inquiries E: tim@lincolnschoolofmusic.com

For all Lincoln School of Music site-based *tuition* inquiries E: tim@lincolnschoolofmusic.com

For all monthly *account* fees-related inquiries: tim@lincolnschoolofmusic.com

To find us on Facebook: <https://www.facebook.com/LincolnSchoolOfMusic>

To call us: (402) 476-5691 (available during office hours only)

Lincoln School of Music, 2788 South St, Lincoln, NE 68502