

Terms and Conditions for Tuition at South Florida Conservatory of Music

The following Terms and Conditions apply to all lessons/classes agreements made between South Florida Conservatory of Music, (hereinafter the "School" or "Conservatory" or "SFLCM") and its students and their parents/guardians (hereinafter the "Client")

The Terms and Conditions described below may seem relatively strict but have been discussed at length amongst the SFLCM leadership team with the endeavor of making them as fair as possible for both client and provider. As SFLCM 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 SFLCM 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 tutors 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 SFLCM but there are also other times that they are more in favor of the Client.

1. Contract Duration and Automatic Renewal

- a. Contract shall automatically renew each month, until cancelled by either the Client or the School. Payments are recurring and are deducted on the first of each month until a withdrawal notice is submitted by the Client to the School office. **A written notice must be submitted to SFLCM office by the 15th of the month to cancel the following month's tuition payment. The School shall not grant any exceptions to the withdrawal deadline.**

2. Communications

- a. All correspondence is sent out to the Client by email. If this causes a problem, please let SFLCM know.
- b. It is the responsibility of the Client to make SFLCM aware of any changes to their contact details. SFLCM will not be held responsible for any missed communications, late / overdue payments, missed lessons, etc. if this is due to incorrect contact information.
- c. Due to the size of our student roll, most of SFLCM'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 to info@sflcm.com so we can rectify the situation as soon as possible.

3. Timetabling of Lessons

- a. The Client 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. SFLCM 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.
- b. If the agreed lesson times or days need to be changed, the Client 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 Client and SFLCM.

4. Absences

a. Individual lessons

- i. If the Client is unable to attend a lesson please let SFLCM know at the earliest time possible, either by email to info@sflcm.com or via our online Student/Parent Portal. Emails and Absence forms will be passed on to the relevant tutor(s).
- ii. Where less than 48-hours' notice is given for missing a lesson no catch-up lesson or credit will be given. This lesson is considered forfeited.
- iii. Where at least 48-hours' notice of the intended absence is given, this is deemed an "explained absence."
- iv. Your or your child's SFLCM tutor will arrange a replacement/catch-up lessons for up to two lessons per term for explained absences with you at a mutually agreeable time.
- v. SFLCM tutors are trained to go above and beyond to help work these replacement/catch up lesson timings out with you, however If you decide that you would prefer to not have this, this lesson is considered forfeited. Please note that it is joint work with the tutor and the Client to find a mutually beneficial time. The tutors are instructed to diligently help in this so please let the office know if you feel this is not happening.
- vi. It is only by managerial discretion that customer credit is placed on a Client's account to the value of a missed lesson. Customer credit is not transferable for money but will be used at the earliest convenience - usually the next term's fees.

b. Group lessons

- i. No catch-up lessons or credits will be provided for an individual's absence from group lesson / band class / choir / or any other group-based tuition activity.
- ii. Where the entire group is absent, we will endeavor to provide a replacement/catch-up lesson later that term, if we are unable to do this, we may choose instead to place this on Client's account as customer credit.
- iii. Where a SFLCM tutor is not able to teach, due to illness or a vehicle / mechanical failure, SFLCM will arrange for the missed lessons to be caught up at a time that suits the Clients and SFLCM or will refund the amount of the lesson.

c. Tutor Absences

- i. If the Client's tutor is unavailable to teach, SFLCM will attempt to arrange a cover tutor and give you as much notice as possible.
- ii. If this is not possible, the Client's normal tutor will arrange catch up lessons with the student as stipulated in 4.a.iii.
- iii. A tutor's absence is not counted as one of the two explained absences per term but as an additional replacement/catch up lesson owed.

d. Unavoidable cancellations

- i. If SFLCM cancels any lessons due to events out of its control, customer credit may be given at the discretion of SFLCM management.
- ii. SFLCM diligently attempts to exclude all events planned by the school that conflict with lessons at the start of each term. However, we appreciate any parents who notifies us of events that may have not been communicated by the school.

e. Ongoing absences

- i. If Client will be absent for more than three weeks due to medical reasons, a credit may be given, at the discretion of SFLCM management.

5. Cancelling the Lesson Agreement

- a. If the Client wishes to cancel the lesson agreement with SFLCM, **written notice must be received by SFLCM Management by the 15th of the month to cancel the following month's tuition payment.**
- b. Verbal notice given to the tutor will not be acted upon and is not considered sufficient unless confirmed in writing to SFLCM main office by the Client.
- c. If the Client is unable to give notice by 15th of the month, they will be charged a late notice fee equivalent to two weeks of lessons.

- d. Exceptions on medical grounds may be made to this as decided by SFLCM management.
- e. If SFLCM has to cancel a lesson agreement it will endeavor to give two weeks' notice to the Client. Any lessons remaining after the lessons end date will be credited to the pupil's account if payment has already been made.
- f. If, in exceptional circumstances, SFLCM has to cancel the Client's lessons due to damage of SFLCM property or harassment of SFLCM staff, this may be done with no notice and no credit or refund for any outstanding lessons.

6. Payments

- a. Client agrees to pay the School monthly recurring fees as prescribed herein via Client authorized automatic credit or debit card payment.
- b. If lessons / classes start not at the beginning of the month, first payment will be prorated according to the amount of remaining lessons this month.
- c. In addition, Client agrees to pay the School a yearly recurring Registration Fee via Client authorized automatic credit or debit card payment
- d. Upon enrollment a Client will set up with a Student/Parent Portal Account. All Term fee invoices, payments and lesson details are accessible on there.
- e. All tuition payments are non-refundable.

7. Penalties

- a. Late payment
 - i. Overdue accounts can accrue penalties of \$15 when overdue for 7 days and \$15 for every following 7 days period.
- b. SFLCM does reserve the right to temporarily and fully suspend the Client from lessons with unpaid monthly fees. A temporary suspension means that SFLCM will keep the lesson time slot available for the Client in the hopes that payment will be made. A full suspension means that SFLCM has the right to fill the pupils lesson time slot with another Client from the waitlist.

8. Photography & Filming

- a. SFLCM may use film or still photographs of students for appropriate promotional purposes.
- b. Client must inform SFLCM in writing if you will not allow the use of such images or videos.

9. Changes to the Terms and Conditions

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

Contact Details:

Phone: [\(954\) 842-2652](tel:(954)842-2652)

Email: info@sflcm.com

Website: www.sflcm.com

Student/Parent Portal: www.sflcm.com/portal

Address: [1940 Harrison Street, Suite 100, Hollywood FL, 33020](#)