

# TERMS AND CONDITIONS FOR TUITION AT FRAY MUSIC ACADEMY

## As of January 2024

The following Terms and Conditions apply to all lesson agreements made between Fray Music Academy, (referred to as “FMA”) and its students as well as the parents/guardians of its students (referred to as “the student”).

The Terms and Conditions described below may seem relatively strict but have been discussed at length amongst the FMA leadership team with the endeavour of making them as fair as possible for both client and provider. As FMA is a SMME (small business) that employs several tutors and staff and that functions with minimal margins, such lines in the sand have had to be drawn and are not a reflection of how amazing the majority of our FMA students and their families are, they are a reflection of the small margin of people that have taken advantage and never paid for services rendered, or who are always cancelling lessons, and never commits to their lessons. These are the people who jeopardise the livelihood of our tutors and staff, and it is for this reason that we had to enforce these terms and conditions. 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 when the terms and conditions will seem like they are more in favour of FMA but there will also be other times that they seem to be more in favour of the student.

### 1. Calendar

**1a.** Currently, FMA operates throughout the year and only closes from the 14<sup>th</sup> of December 2024 to the 6<sup>th</sup> of January 2025. We close on public holidays, unless arrangements for catch-ups or other lessons have been made.

**1b.** At all times it is the responsibility of the student to be aware of the first and last dates of the year at FMA, it is also crucial to be aware of all the public holidays within the year.

### 2. Communications

**2a.** All correspondence is sent out to the student either by email, WhatsApp or telephonically. If this causes a problem, please let FMA know.

**2b.** It is the responsibility of the student to make FMA aware of any changes to their contact details. FMA 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 FMA’s communication is done via bulk delivery services, 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@fraymusicacademy.co.za](mailto:info@fraymusicacademy.co.za) 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. FMA 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 FMA.

**3c.** School-based / School Programme 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.

**3.c.ii.** If the agreed School Programme lesson time needs to change to a new time, on the same day of the week and within school hours, the pupil will not be informed in advance and will instead be collected at the new time by the tutor.

**3.c.iii.** In order for pupils not to miss the same classroom lessons/activity each week, FMA offers a rotating timetable to suit the school and the pupils.

**3.c.iv.** Pupils scheduled for lessons on a rotating timetable will be given the details of the varying lesson times, as will the tutors and the school, so that attendance at the School Programme lessons is not impacted adversely.

#### **4. Absenteeism/Cancellations**

##### **4a. Individual lessons –**

**4.a.i.** If the student is unable to attend a lesson, please let FMA know within a 24-hour period either by emailing [info@fraymusicacademy.co.za](mailto:info@fraymusicacademy.co.za), or by calling or WhatsApp Kimberly our manager on 0710100593. Emails, calls, and texts will be passed on to the relevant tutor(s).

**4.a.ii.** Where less than 24-hours' notice is given for cancelling/missing a lesson, no catch-up lesson, credit or refund will be given. The lesson will be forfeited. Missed lessons without any communication or notice are also forfeited. We do understand that emergencies do happen, and with children, things do pop up last min that can't be helped, but we also understand that our tutors are working on the expectation of certain hours and income, and it is unfair for them to have this continually changing last minute.

**4.a.iii.** Where at least 24-hours' notice of the intended absence is given, this is deemed an "explained absence."

**4.a.iv.** The FMA manager will arrange a replacement/catch-up lesson with either your tutor or a substitute tutor for up to **two catch up lessons per month** for explained absences at a mutually agreeable time. This often happens in the form of an extra 30minutes on your next lesson or if this isn't possible with the tutor's schedule, they will choose an alternative day to provide this lesson. If none of the above is possible, then a substitute tutor will be brought in. If more than two lessons in a month are cancelled by the student, as mentioned above, only two of those lessons will be caught up, the rest will be forfeited, unless there is a valid excuse for the ongoing absences, see 4.e.i. Please also note that cancelled lessons that are not caught up within the month that they were cancelled in, will fall away at the end of the month, and will not qualify for catch ups in the next month.

**4.a.v.** FMA 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 catch up lessons, the lesson is then considered forfeited, no refund or credit will be given.

Please note the onus is on the student/parent to jointly work with the manager to find a mutually beneficial time. The tutors are instructed to diligently help in this, so please let the manager know if you feel this is not happening.

**4.a.vi.** Please note that **no credit** is given for any cancelled lessons, whether that cancellation is by the student or by the tutor. Please refer to sections 4.d.i and 4.e.i to see when credit may be applicable.

##### **4b. Group lessons –**

**4.b.i.** No catch-up lessons or credits will be provided for an individual's absence from a group lesson.

**4.b.ii.** Where the entire group is absent, we will endeavour to provide a replacement/catch-up lesson later that month, if we are unable to do this, we may choose instead to place this on your student's account as customer credit.

**4.b.iii.** Where a FMA tutor is not able to teach, due to illness or a vehicle / mechanical failure, FMA will arrange for the missed lessons to be caught up at a time that suits the affected group

#### **4c. Tutor Absences –**

**4c.i.** If the student's tutor is unavailable to teach, FMA will attempt to arrange a cover tutor and give you as much notice as possible.

**4c.ii.** If this is not possible, the manager will arrange catch-up lessons with the student as stipulated in 4.a.iv.

**4c.iii.** A tutor's absence is not counted as one of the two catch-ups per month limit a student has, but as an additional replacement/catch-up lesson owed.

#### **4d. Unavoidable cancellations –**

**4d.i.** If FMA cancels any lessons due to events out of its control, customer credit may be given at the discretion of FMA management.

**4d.ii.** FMA diligently attempts to exclude all events planned by the school that conflict with lessons at the start of each month. However, we appreciate any parent who notifies us of events that may have been not communicated by the school.

#### **4e. Ongoing absences –**

**4e.i.** If a student will be absent for more than three weeks due to medical reasons, a credit may be given, at the discretion of FMA management.

### **5. Duration of the Lesson Agreement – ongoing**

**5a.** The lesson agreement between FMA and the student is a rolling agreement that continues into each new month and new year.

**5b.** The students are emailed their invoices between the 23<sup>rd</sup> and the 25<sup>th</sup> of each month, in respect of the following month's lessons, until a cancellation notice is received, as discussed below. (NB. lessons won't commence unless payment is made in advance)

### **6. Cancelling the Lesson Agreement – Opting out of the Lesson Agreement with FMA**

**6a.** If the student wishes to cancel the lesson agreement with FMA, written notice must be received by FMA Management at least two weeks prior to the intended last lesson. Any lessons remaining after the end date will be credited to the student's account if payment has already been made.

**6b.** Verbal notice given to the tutor will not be acted upon and is not considered sufficient unless confirmed in writing to FMA's manager by the student.

**6c.** If the student is unable to give two weeks' notice, they will be charged a late notice fee equivalent to two weeks of lessons (or if only one week's notice is given, a late notice fee equivalent to the cost of one week's lessons will be charged).

**6d.** Exceptions on medical grounds may be made to this as decided by FMA management.

**6e.** No refund or credit will be given for any cancellations part way through a fixed length programme.

**6f.** If FMA has to cancel a lesson agreement it will endeavour to give two weeks' notice to the student. Any lessons remaining after the lessons' end date will be credited to the student's account if payment has already been made.

**6g.** If, in exceptional circumstances, FMA has to cancel the student's lesson due to damage of FMA property or harassment of FMA staff by the student, this may be done with no notice and no credit or refund for any outstanding lessons.

### **7. Payments**

**7a.** An EFT or deposit can be made into our FNB bank account

**7b.** No cash, cheques or credit/debit cards are accepted.

## **8. Tuition Fees and Accounting**

**8a.** FMA tutors **CANNOT** accept payments in any form.

**8b.** FMA starts following up on unpaid fees with an assumption of good faith that it is an unintentional mistake, or oversight.

**8c.** The student will be billed for the following month's lessons in full towards the end of the current month.

**8d.** Full payment must be received in advance before the new month starts.

**8e.** FMA's bank details are – **FRAY MUSIC ACADEMY (PTY) LTD, First National Bank (FNB) Business Account, acc nr: 62900704538 Branch code: 250117**

Please use the name of the student and the invoice number (found at the top right-hand side of the FMA invoice, just below the logo) as a reference.

**8f.** FMA prefers online / Internet banking payments.

**8g.** New students will receive an invoice once they register on our database via a link.

**8h.** 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 before the first lesson commences.

**8i.** Upon enrollment a student or parent/guardian of student will be set up with a Customer Portal log in (Teachworks), once logged in, the account will be active. All invoices, schedule, payments and lesson details are accessible on Teachworks. One can also cancel lessons, request lessons, receive notes from tutors, check schedule for any updates, get reminders and many more.

**8j.** Please take note that weekly, fortnightly or lesson by lesson payments are not acceptable, nor is paying in arrears. Lessons must be paid for in advance to ensure that all lessons will be paid for. In the past we've had people do lessons and never pay for them at all, which is why we are strict about payments paid upfront before lesson commence.

**8k.** A discount of 15% will be applied to all lessons where three or more lessons are attached to a single-family record on the FMA database. This discount will not be applied retrospectively for any lessons already billed.

**8l.** Penalties for late payments will be applied as per the below.

## **9. Penalties**

**9a.** Overdue accounts can accrue penalties of R250 when overdue for 14 days, and R500 when overdue for 28 days.

**9.a.i.** LATE PAYMENT Penalties will be added to accounts that are 14 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 – R100 late fee and R150 administration cost.

**9b.** FMA does reserve the right to temporarily and fully suspend students from lessons with unpaid fees during the month. A temporary suspension means that FMA will keep the lesson timeslot available for the student in the hopes that payment will be made. A full suspension means that FMA has the right to fill the student's lesson time slot with another student from the waiting list.

**9c.** If lessons are missed two weeks in a row without communication, we will also then suspend lessons until further notice. This is to ensure that we know who is committed and also that the school doesn't lose any cashflow because of missed or unpaid lessons.

**9d. Debt Collection details.**

**9.d.i.** Payments more than 30 days in arrears may be handed over to Credit Consultants for debt collection.

**9.d.ii.** FMA will attempt numerous contacts prior to resorting to this unfortunate measure.

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

**10. Photography & Filming**

**10a.** FMA 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 FMA in writing at any time if you will not allow the use of such images, this only applies to any new student.

**11. Changes to the Terms and Conditions**

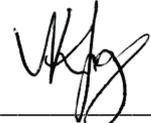
**11a.** The Terms and Conditions described above are agreed to upon enrollment and may be changed at any point by FMA without providing notice to the student. A copy of the Terms and Conditions may be emailed to the student on request.

I \_\_\_\_\_ (Person responsible for the account) have read and accept the terms and conditions mentioned above.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jared Fray  
Director

  
\_\_\_\_\_  
Kimberly Fray  
Managing Director