

LVK Music – Terms & Conditions of Enrolment

By enrolling in lessons, the student and/or parent/guardian agrees to the following Terms and Conditions.

1. Enrolment Structure

- 1.1 Enrolment consists of **one (1) scheduled lesson per week** at an agreed time and day.
 - 1.2 Lesson times are reserved specifically for the enrolled student.
 - 1.3 Enrolment continues on an ongoing basis unless cancelled in accordance with these Terms.
 - 1.4 Lesson times are allocated based on availability and may only be changed by mutual agreement.
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2. Payment Terms

- 2.1 Lessons are billed in advance in **six (6) week blocks**.
 - 2.2 Payment secures the student's weekly lesson time for the full billing period.
 - 2.3 Fees must be paid by the due date stated on the invoice.
 - 2.4 Failure to pay on time may result in loss of reserved lesson time.
 - 2.5 Fees are charged for reserved lesson time, not actual attendance.
 - 2.6 Fees may be adjusted from time to time with reasonable written notice.
 - 2.7 Students may terminate their enrolment by email or SMS at the end of any 6 week enrolment block.
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3. Public Holidays

3.1 Lessons do not run on Victorian public holidays.

3.2 Public holiday lessons are automatically skipped and not charged.

3.3 Enrolment periods are automatically extended to account for public holidays.

4. School Holiday Periods

4.1 Lessons continue during school holidays unless otherwise advised.

4.2 Standard billing, cancellation, and make-up policies apply during school holidays.

5. Christmas Shutdown

5.1 The School closes for approximately four (4) weeks over the Christmas/New Year period.

5.2 Exact dates will be communicated in advance.

5.3 No lessons are charged during this shutdown period.

5.4 Enrolments resume automatically unless cancelled in writing.

5.5 Where lessons are offered during the Christmas Shutdown, such lessons will be billed and treated separately from any existing enrolment.

6. Student Cancellations & Make-Up Lessons

6.1 Students may cancel a scheduled lesson **at any time up to the start of the lesson**.

6.2 Where a lesson is cancelled prior to lesson commencement, the student will receive a **make-up lesson credit**, subject to clause 9.

6.3 Make-up credits are non-refundable and have no cash value.

6.4 The School does not require 24 hours notice for cancellation; however, reasonable notice is encouraged to assist scheduling.

6.5 Failure to attend a lesson, or cancellation after the scheduled lesson start time, is deemed a **no-show** and is not eligible for any credit or make-up.

6.6 LVK Music reserves the right to refuse a make-up lesson credit where excessive cancellations or patterns of misuse are identified.

7. Late Arrival and Missed Lessons

7.1 A “missed lesson” occurs where a student fails to attend without providing notice before lesson commencement.

7.2 Missed lessons not eligible for make-up, credit, or refund.

7.3 Late Arrival reduces lesson time accordingly; lessons will still end at the scheduled finish time.

7.4 Teachers may occasionally offer the full lesson duration to a late student, but only where the teacher does not have another lesson scheduled directly after, and where the teacher decides to make this offer out of goodwill. Such offers are not required and are not policy.

8. Teacher Cancellations

8.1 If the School cancels a lesson, the student will be offered one of the following at the School’s discretion:

- (a) a substitute teacher; or
- (b) an extension of enrolment by one (1) week.

8.2 If a substitute teacher is offered and declined by the student, the student will instead receive a make-up credit, but not an extension.

8.3 Teacher cancellations do not entitle the student to a cash refund unless required by law.

9. Make-Up Lesson Conditions

9.1 Make-up lessons are provided as a courtesy and are subject to availability.

9.2 Make-up credits are valid for **three (3) months** from the date of cancellation.

9.3 Credits not used within three (3) months expire automatically.

9.4 Students must remain actively enrolled to use make-up credits.

9.5 **Make-up lessons may only be used in the following formats:**

- (a) as an additional lesson within the same week as a scheduled lesson; or**
- (b) as a double-length lesson replacing a standard lesson.**

9.6 Once booked, make-up lessons cannot be cancelled, rescheduled, or reissued.

9.7 Missed make-up lessons are forfeited.

9.8 A student may hold a maximum of **four (4) active make-up credits** at any time unless otherwise approved by the School.

9.9 As per clause 9.5, make-up lessons cannot be used to extend enrolments, to fill in weeks between enrolments, or to book “ad hoc” like a casual lesson. A make-up lesson represents the student’s obligation to do an extra lesson, on top of their normal weekly lesson, to “make up” for the lesson that was missed.

9.9 Enrolment Credit Option (80% Value)

9.9 A student may elect to convert a cancelled lesson into an **Enrolment Credit** equal to **80% of the lesson fee**, provided:

- (a) at least **seven (7) days’ written notice** is given prior to the scheduled lesson;
- (b) the request is made at the time of cancellation; and
- (c) the account is in good standing.

9.10 Enrolment Credits:

- (a) may only be applied to future lesson fees or enrolment blocks;
- (b) are not redeemable for cash;
- (c) are non-transferable; and
- (d) remain valid for **three (3) months** from issue.

9.11 Enrolment credits for future lessons may be arranged while purchasing an enrolment block, resulting in a cheaper enrolment

9.12 100% credits are not available, as the lesson time reserved for you cannot reliably be sold to another student, regardless of how much notice is provided.

10. Student Responsibilities

10.1 Students are expected to:

- (a) attend lessons punctually;
- (b) bring required materials and instruments;
- (c) behave respectfully;
- (d) engage in reasonable practice between lessons.

10.2 The School reserves the right to terminate enrolment in cases of repeated disruption, unsafe behaviour, or abuse of policies.

11. Lesson Delivery

11.1 Lessons may be delivered in-person or online.

11.2 The School may convert lessons to online delivery where required.

11.3 Online lessons are treated as equivalent to in-person lessons for billing and cancellation purposes.

12. Communication & Cancellations

12.1 Cancellations and other important communications must be made via approved School communication channels, being;

- a) email to info@lvkmusic.com.au
- b) SMS to the official front desk mobile number, currently 0403 060 656

12.2 The time of a cancellation is considered to be the time it is sent by the student, not the time that it is received or responded to.

12.3 **Cancellations should not be communicated to your teacher.** Teaching staff are not involved in administration or calendar management.

12.4 Where cancellations are communicated verbally, students should be aware that verbal communications cannot be tracked, verified, or otherwise relied upon until put in writing by either party.

13. Liability

13.1 Students attend lessons at their own risk.

13.2 To the extent permitted by law, the School is not liable for injury, loss, or damage sustained on premises or during lessons.

13.3 Nothing in these Terms excludes rights under Australian Consumer Law as administered by the Australian Competition and Consumer Commission.

14. Policy Abuse & Fair Use

14.1 The School reserves the right to review or limit make-up entitlements where patterns of excessive cancellations or misuse are identified.

14.2 Policies are intended to be applied in good faith by both parties.

15. Amendments

15.1 The School may amend these Terms from time to time.

15.2 Updated Terms will apply from the date of written notice to enrolled students.

16. Acceptance

By enrolling and/or paying for lessons, you acknowledge and agree to these Terms and Conditions.