

### **Terms of Use**

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### 1. General information

- 1.1. Before making a booking, Clients should read these Terms and Conditions carefully. If Clients are unable to agree with the Terms and Conditions, they must not book or attend the Guzheng Lessons.
- 1.2. The Guzheng Studio may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site.

# 2. Guzheng Lessons (inc. all types of lessons)

- 2.1. The Client is required to book and **make payment in advance** to secure a place. The booking is made via online payment or bank transfer to The Guzheng Studio.
- 2.2. A **written confirmation email** must be sent by The Guzheng Studio to the Client once a booking is confirmed or modified.
- 2.3. Paid fees for Guzheng Lessons are **non-refundable** neither partially nor in full.
- 2.4. It is very important that you **attend on time** for your booked time slot. Joining late for a scheduled lesson will result in reducing the session in accordance with that time.
- 2.5. Lesson fees will **not be refunded** for missed, cancelled or forgotten lessons and alternative lessons will not be offered, except in exceptional circumstances.
- 2.6. Should the Client not be able to attend a lesson, we may at our discretion try to provide a **10min mini catch-up session or a recorded video** where possible to help catch up on what is missed, providing we have been notified in advance. However please be aware that The Guzheng Studio are under no obligation to do so and therefore **this is not guaranteed**.
- 2.7. We reserve the right to make change on lessons being scheduled. We will always try to provide you with as much notice as possible if an alternation is needed. Any such **change(s)** shall **not** constitute a breach of contract and shall **not** give the Client the right to receive a refund.



- 2.8. Clients are welcome to **ask questions** via text or email between lessons if they are quick ones. But if further explanation or mini check-ins are needed between lessons, those could be arranged with a small additional charge.
- 2.9. If there is someone **accompanying the Client** for in-person lessons, they would need to wait outside unless agreed in advance or the Client is at very young age (i.e. 5-7 years old).
- 2.10. Clients are responsible for their **own belongings** to in-person lessons and we will not be liable for any loss, damage, theft or destruction of any of your belongings.
- 2.11. We may make **audio and visual recordings** of some sessions with your permission with the purpose to assist with your learning process. In some instances we may also wish to do so for the purpose of promoting any future lessons. In both instances, we shall be the owner of all Intellectual Property Rights and all other rights in the materials. If you do not wish to be photographed or filmed, please make this known to us and we will ensure you do not appear in any of the materials.
- 2.12. We shall provide the Guzheng Lessons with due care, skill and ability. Other than this, all warranties and representations are excluded permitted by law. Due to the nature of music teaching, we do not guarantee any particular results.

### 3. One to One Private Lessons

- 3.1. All of the **Terms under the part 2** above apply here as well.
- 3.2. Private Lessons can be booked individually as 'Pay As You Go' at their original fees or as a Package Booking (10/20/30 hours) in bulk payments to enjoy the associated discounted fees. Check the 'Book Now' page for the fee details.
- 3.3. The Client is required to **make full payment** in advance to secure a Private Lesson.
- 3.4. Only Private Lessons can be rescheduled for free but a minimum 3 days notice is required. If changes are made less than 3 days prior to the date set, we would still at our discretion try to help subject to availability at the time being. If there is no other availability left, we will not be able to get it rescheduled and the client will be charged the full fee of the lesson.

# 4. Group Classes

- 4.1. All of the **Terms under the part 2** above apply here as well.
- 4.2. Following the one-off Trial Lesson, **Package Booking** (10/20/30 hours) will be required to secure a place for the Group Classes. Please check 'Book Now' page for the fee details.
- 4.3. A minimum number of Client bookings from the same level is required for holding quality Group Classes. It's recommended that you **book this as a group** of multiple participants directly to save waiting time e.g. with children, family members or friends. You could book this as an individual too but please expect weeks or even months occasionally for such classes to get properly arranged.



- 4.4. We will try to arrange the class as close to the time slot requested as possible, but please **allow some flexibility** and expect it gets moved to another time that suits the entire group.
- 4.5. The Group Classes once started will usually be scheduled to a fixed time each week that works for the group. Given the nature of the group classes, Clients usually **can't request to reschedule** the lessons once confirmed; unless the group has a main point of contact who coordinates across the group and provide at least 3 days' notice for the entire group.
- 4.6. The Guzheng Studio reserves the right to cancel the Group Classes if the requirement is not fully achieved, and in this instance will provide a full refund or offer alternative lessons to attend.

## 5. Package Bookings

- 5.1. All of the **Terms under the part 2** above apply here as well.
- 5.2. Clients should be aware that as **discount rule** associated with Package Booking, each package will expire after certain number of weeks since the first hour taken (see details below). Any hours that don't get used before the **expiry date** will become invalid.

# How long does Package Booking last for?

|                 | One to One Private Lessons | Group Classes                     |
|-----------------|----------------------------|-----------------------------------|
| 10-hour Package | 11 weeks (flexible time)   | 10 consecutive weeks (fixed time) |
| 20-hour Package | 22 weeks (flexible time)   | 20 consecutive weeks (fixed time) |
| 30-hour Package | 33 weeks (flexible time)   | 30 consecutive weeks (fixed time) |

- 5.3. If the package is for taking One to One private lessons, the Client enjoys the **flexibility** by requesting the weekly lessons to be at different length among 60 / 90 / 120 minutes and at either fixed or different time slots where available as the package goes along to best suit your needs.
- 5.4. If the package is for taking Group Classes, the lessons are arranged to be at a **fixed time and length** each week to suit everyone's needs and can't usually be amended during the package period given the nature of group classes.

# 6. Limitations of Liability

If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any of the costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

# 7. Injury Waiver



By agreeing to these terms and conditions the Client hereby waives, releases and discourages all claims they may have against The Guzheng Studio for injuries of any manner from participation in the Guzheng Lessons unless they are a direct result of negligence of The Guzheng Studio.

### 8. Behaviour

In order to maintain the high standards of our Guzheng Services The Guzheng Studio reserves the right to refuse admission or participation to any Client who is deemed to be acting inappropriately. If a Client is excluded for unacceptable behaviour they will not be entitled to a refund.

# 9. Data Protection and Privacy

The Guzheng Studio is committed to protecting the privacy and confidentiality of its Site users and Clients.

The personal information held by The Guzheng Studio about our Clients is the minimum necessary to facilitate the running of our business, such as contact details and order history. We do not sell or pass on this information for any purpose.

### 10. Defined Terms

Client(s) | An individual or group who purchase and/or attend Guzheng Lessons.

**Guzheng Lessons** | Services organised or supplied by The Guzheng Studio. This includes (but is not limited too) Trial Lessons, One to One Private Lessons, Group Classes, Gift Vouchers and Workshops.

**Terms** | The Terms and Conditions that govern the sale and supply of Guzheng Lessons by The Guzheng Studio to you.

**Site** | The website https://www.theguzhengstudio.com/

Package Booking | discounted packages that consist of 10 / 20 / 30 sessions booked upfront

**Trial Lesson(s)** | A single, one-off 90 minutes Guzheng session

**Private Lesson(s)** | A bespoke One to One Guzheng session that is requested, scheduled and tailored according to an individual Client's request

**Group Class(es)** | A premium group class of 2-3 people or standard group class of 4-6 people that is requested and scheduled to suit the group's needs.

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