

9. General Terms & Conditions

Trading terms and conditions of Progress Music Academy “Progress”.

These terms and conditions regulate the business relationship between you and us. When you buy from us, you agree to be bound by them.

No person under the age of 18 years may purchase Services. If you are under 18, please ask an adult for help with your purchase.

We are:

Progress Music Academy (Progress) and our principal business is music education, tuition and instruction.

Our address is: Unit 33-35, Northampton Street, Jewellery Quarter, Birmingham B18 6DU

You are:

A visitor to Our Website / our customer or you have contacted us by telephone.

1. The terms and conditions

Definitions

In this agreement:

“Consumer”	means any natural person who, in connection with this agreement, is acting for purposes, which are outside his business.
“Our Website”	means the entire computing hardware and software installation that is or supports Our Website.
“Services”	any of the services we offer for sale on our Website and include generally available updates and support services so far as specified for each service.
“Content”	means any material in any form published on Our Website by us or any third party with our consent.
“Material”	means Content of any sort posted by you on Our Website.

2. Our contract with you

These terms and conditions apply:

- 2.1 So far as the context allows, to you, as a visitor to Our Website or if you have telephoned us; and
- 2.2 In any event to you as a buyer or prospective buyer of our Services.
- 2.3 We shall accept your order by e-mail confirmation via our electronic payment gateway or by oral confirmation in the event of a telephone call being made. That is when our contract is made. Our return message will also confirm details of your purchase and tell you when we shall dispatch your order and/or when the purchased service will commence.
- 2.4 Unfortunately, we cannot guarantee that every Service advertised on our website is available. If at any time a Service for which you have paid becomes unavailable, we will immediately refund any money you have paid. Our refund will cover the period of unavailability and not any period for which Services have been available.
- 2.5 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Services.
- 2.6 If in future, you buy Services from us under any arrangement, which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.7 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date of your order/change of schedule/resolved dispute.

3. Your account with us

Relating to the information we hold about you

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with our Services.
- 3.2 If you use the website, you are responsible for maintaining the confidentiality of any account and password information and for preventing any unauthorised person from using your computer.

- 3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4 Under the laws of the Data Protection Act, we will use your details for no other purpose than to provide our Services. Your information will not be passed on or sold.

4. Price, payment and service provision

- 4.1 It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.
- 4.2 If you opt to pay via Direct Debit, you agree to pay monthly charge for the Services by cash/cheque/credit or debit card/standing order and where appropriate, you agree to pay the monthly charge for the Services, from the credit card, information for which you have or will have supplied to us. You authorise us to arrange withdrawal of funds on this card each month without further reference to you.
- 4.3 Any appointment missed by you will be paid for unless otherwise agreed by us. If the teacher provided by us is unavailable to give any scheduled appointment the appointment will be carried forward to another date. If this is not possible, any fee already paid will be refunded or used to pay for a future appointment. For the avoidance of doubt, 48 hours notice is required for any re-arrangement of appointments to take place.
- 4.4 Our principal Services will be delivered on site at Progress Music Academy at a pre-arranged time and our electronic Services will be provided by email / making them available for you to download / in the way we have explained on Our Website.
- 4.5 If we are not able to provide your Services within [10] days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.
- 4.6 Once Service provision has started, you may cancel the Services at any time on giving us 28 clear days notice. Payment will be due until the expiry of the notice period. Further in the case of non-payment for Services by you during the notice period, we reserve the right to refer the matter to our debt collection agents whose fees will be added to and payable with any outstanding debt.
- 4.7 We may change the nature or provision of the Services at any time. We may tell you about any such change by email or by posting details on Our Website.
- 4.8 If we change the nature or provision of the Services, you may terminate this contract.
- 4.9 If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice. However the fees and procedures as outlined in 4.6 will still apply.
- 4.10 You may not share or allow others to use the Services in your name.
- 4.11 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of any money you have paid. When we are aware of the likelihood of down time, we will inform you in advance.

5. Cancellation of order

- 5.1 If you are a citizen of the European Union, and you are buying as a consumer, you may cancel your order for the Services at any time before the expiry of 7 working days from the date of order, not including the day you ordered.
- 5.2 The Distance Selling Regulations do not provide for cancellation of a contract for Leisure services and Website services that begin, by agreement, within 7 days of payment. Accordingly, you do not have a right to cancel this contract as per clause 5.1.
- 5.3 This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you.

6. Foreign taxes, duties and import restrictions

- 6.1 If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2 You are responsible for purchasing Services which you are lawfully able to import or use and for the payment of import duties and taxes of any kind levied in your country.

7. Dissatisfaction with the Services

- 7.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Service, please tell us at the earliest opportunity:
- 7.1.1 exactly why you think we have failed;
- 7.1.2 the date, if relevant, of the failure;
- 7.1.3 when and how you discovered the failure;

- 7.1.4 the result of the failure;
- 7.1.5 your suggestion as to action we should take to resolve the situation and restore your faith in us.
- 7.2 To do this, it is essential that you contact us by telephone or by post.

8. Disclaimers

- 8.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Services, at any time and without advance notice.
- 8.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 8.3 We give no warranty and make no representation, express or implied, as to:
 - 8.3.1 the adequacy or appropriateness of the Services for your purpose;
 - 8.3.2 the truth of any Content on Our Website published by someone other than us;
 - 8.3.3 any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;
 - 8.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.
- 8.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 8.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.
- 8.6 In any event, including the event that any term or condition or obligation on our part (“Implied Term”) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.
- 8.7 The above two sub paragraphs do not apply to a claim for personal injury.

9. System Security

- 9.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 9.2 You may not use any software tool for the purpose of extracting data from our website.
- 9.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

10. Confidential Information and Intellectual Property Rights

- 10.1 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.
- 10.2 We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 10.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 10.4 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 10.5 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 10.6 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

11. Your email address

- 11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

- 11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

12. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

13. Miscellaneous provisions

- 13.1 When we communicate with you we do so by email, post and/or telephone. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 13.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 13.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 13.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 13.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 13.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 13.7.1.1.1 This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.