VIVO
SINGING
STUDIO

Vivo Singing Studio

Lesson Terms, Cancellation, Premises Safety & Liability Policy

Formerly Vivo Music Studio

Effective from 1st January, 2027

This document sets out the terms and conditions that apply when booking or attending lessons, coaching sessions, workshops or other activities delivered by Kamilla Dunstan through Vivo Singing Studio.

Vivo Singing Studio is operated by Kamilla Dunstan as the sole teacher.

By booking lessons, students, parents and guardians agree to the applicable terms below, subject to their statutory rights.

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1. Studio Structure

Vivo Singing Studio is run by Kamilla Dunstan.

Lessons and coaching sessions are delivered by Kamilla Dunstan only, unless otherwise agreed in writing.

Teaching availability may vary according to professional teaching and performing commitments, holidays, personal circumstances and studio closures.

2. Ad-Hoc Bookings and Lesson Availability

From **January 2027**, Vivo Singing Studio will operate on an **ad-hoc booking basis**, with permanently reserved weekly and fortnightly appointments coming to an end.

- Students are responsible for arranging their own lessons through the studio's existing online booking system.
- Availability will be released on a rolling basis, approximately six weeks in advance.
- Students may book weekly, fortnightly or occasional lessons, subject to availability.
- Appointments are generally offered on a first come, first served basis.
- No specific day, time or frequency of lessons can be guaranteed.
- Availability may differ from week to week and may change according to professional commitments, holidays and studio closures.
- Weekdays will form the main teaching timetable. Limited Saturday appointments may be offered, particularly during busy preparation periods.
- Regular Sunday teaching will cease, although occasional additional weekend appointments may be offered at Kamilla's discretion.

Students are responsible for booking, checking and managing their own appointments. Vivo Singing Studio does not routinely arrange individual appointments on behalf of students.

Exceptions may be agreed directly with Kamilla, particularly for students preparing for examinations, competitions, auditions or performances, or where an individual booking arrangement has been established.

Where existing commitments have been made for examinations, competitions or auditions, every reasonable effort will be made to accommodate suitable preparation appointments. However, this does not guarantee a permanently reserved lesson time.

A booking is confirmed once an appointment has been accepted through the online booking system or expressly confirmed by Kamilla.

Students and parents must check booking dates, times, confirmations and any subsequent changes carefully.

Booking confirmations and studio correspondence will be sent electronically. Students are responsible for maintaining accurate contact information and checking their email and online account.

The online booking calendar is intended for students accepted into Vivo Singing Studio. Its availability does not constitute an offer of lessons to everyone, and prospective students must enquire before making bookings.

The studio operates with limited capacity and may maintain a waiting list. Joining the waiting list does not guarantee a place.

3. Lesson Payments

All lessons must be paid for before the lesson begins, either in advance or upon arrival at the studio, unless an alternative arrangement has been agreed beforehand.

The online booking system does not automatically collect payment. Students and parents are responsible for making payment separately using an accepted payment method.

Lessons may not proceed where payment has not been received.

Any outstanding lesson fees or cancellation charges must be settled before further appointments can be booked.

Repeated late payments may result in future lessons being offered on a payment-in-advance basis or further bookings being declined.

4. Cancellation and Rescheduling Policy

Vivo Singing Studio operates a **24-hour cancellation policy**.

Cancellations or requests to reschedule must be made at least 24 hours before the scheduled lesson.

Where at least 24 hours' notice is provided, no cancellation fee applies. Any advance payment will be refunded or credited as appropriate.

Where less than 24 hours' notice is given, or a student fails to attend without notice, a cancellation charge may apply.

This will normally be up to the full lesson fee where the reserved teaching time cannot reasonably be filled, taking account of the studio's actual loss and any applicable consumer rights.

The policy applies to cancellations arising from illness, travel difficulties, forgotten appointments, diary conflicts or changes of plan, although individual circumstances may be considered.

Where a booking is cancelled, students may select another available appointment through the booking system. Replacement lessons cannot be guaranteed.

Kamilla may make exceptions in individual circumstances. Any exception does not establish an entitlement to future exceptions.

5. Repeated Cancellations, Attendance and Booking Restrictions

Vivo Singing Studio recognises that students have different commitments and may choose to attend weekly, fortnightly or occasionally.

There is no requirement for students to attend every week.

However, repeatedly reserving appointments and subsequently cancelling them can prevent other students from accessing popular teaching times.

Where a student demonstrates a pattern of repeated cancellations, rescheduling or non-attendance, including where more appointments are cancelled than attended, Vivo Singing Studio reserves the right to review, restrict or discontinue future bookings.

This may apply even where individual cancellations have been made within the required 24-hour notice period.

Any decision will consider the overall pattern of attendance, individual circumstances, demand for appointments and the practical impact on the studio.

This provision is not intended to penalise students who simply choose to book occasional lessons and attend those appointments.

Where appropriate, Kamilla may discuss attendance concerns with the student or parent before deciding whether the teaching arrangement can continue.

Repeated cancellations may result in future appointments being declined or the teaching arrangement being discontinued.

This policy helps ensure that limited teaching availability is used fairly and effectively, particularly where there is a substantial waiting list.

6. Cancellations by Kamilla Dunstan

Where Kamilla needs to cancel or rearrange a lesson, as much notice as reasonably possible will be provided.

Students will be offered an alternative appointment where suitable availability exists.

Where no suitable alternative can be arranged, any advance payment for the affected lesson will be refunded or credited at the student's choice, without affecting statutory rights.

Professional teaching, performing commitments or unforeseen circumstances may occasionally require adjustments to the timetable.

7. Lateness

Students are expected to arrive promptly.

Late arrivals will normally finish at the originally scheduled lesson end time.

Lessons cannot usually be extended to compensate for time lost through late arrival.

Where a student arrives significantly late or fails to attend, an appropriate charge may apply under the cancellation policy.

8. Illness

Students should not attend lessons when unwell, contagious or unable to participate safely.

This includes sickness, fever, contagious illness, significant coughing or any condition that may place the teacher or others at risk.

Students should notify Kamilla as soon as possible if illness prevents attendance.

The usual cancellation policy applies, although individual circumstances may be considered.

9. Vocal Health

Students are responsible for informing Kamilla of any relevant vocal health concerns, illness, injury or discomfort that may affect singing.

Students should not continue singing through pain, strain or discomfort.

Kamilla may adapt, pause or discontinue a lesson if continuing would be unsuitable or unsafe.

10. Under-18 Students: Drop-Off, Collection and Supervision

Parents and guardians are responsible for the safe arrival and collection of students under 18.

Children must not be left unattended before or after lessons.

For one-to-one lessons involving students under 18, a parent or guardian must remain on site unless otherwise agreed in writing beforehand.

This may include waiting inside the studio, in an agreed waiting area or in a vehicle outside.

If a parent or guardian leaves without prior agreement, the lesson may be paused or ended and an appropriate charge may apply.

11. Premises Safety

Vivo Singing Studio is situated on private grounds.

The premises may include driveways, parking areas, paths, steps, uneven ground, potholes, changes in level, wet surfaces and areas with limited outdoor lighting.

Additional care should be taken during poor weather, icy conditions, evenings and periods of reduced visibility.

Students, parents, guardians and visitors are responsible for taking reasonable care when arriving, parking, walking around the grounds and leaving the premises.

Suitable footwear is recommended, particularly during winter months.

A phone torch or other light source may be useful when attending during darker evenings.

Vivo Singing Studio will take reasonable steps to maintain a safe teaching environment.

12. Parking and Vehicles

Drivers are responsible for parking safely and considerately.

Vehicles and their contents are left at the owner's risk, except where loss or damage results from circumstances for which Vivo Singing Studio is legally responsible.

Drivers are responsible for damage they cause to property, vehicles, driveway surfaces, gates, walls, fences, plants, fixtures or fittings.

13. Damage to Property

Students, parents, guardians and visitors are expected to treat the studio, instruments, equipment, furniture and surrounding grounds with care and respect.

Where damage results from negligence, misuse or failure to follow reasonable instructions, the person responsible may be required to meet reasonable repair or replacement costs.

Damage or breakages should be reported to Kamilla as soon as possible.

14. Personal Belongings

Students and visitors are responsible for looking after their personal belongings, including phones, bags, instruments and valuables.

Vivo Singing Studio is not responsible for loss, theft or damage except where liability cannot legally be excluded.

15. Studio Use and Equipment

Studio equipment, instruments, furniture, books, music scores and teaching materials must be treated respectfully.

Students must not use studio equipment without permission.

Food and drink may only be consumed where agreed by Kamilla.

Any damage, breakages or equipment issues must be reported immediately.

16. Music Scores and Lesson Preparation

Students are expected to arrive suitably prepared for lessons and bring the music and materials required for their tuition.

Students are encouraged to practise and prepare between appointments to ensure lesson time is used effectively.

Where requested, students should bring **two appropriate, legally obtained copies of their music**, one for themselves and one for Kamilla.

Music should be clearly presented and securely taped where appropriate. The teacher's copy should be single-sided where required.

All copies must comply with applicable copyright requirements.

The studio maintains an extensive music library. Original scores, books and teaching materials must not be removed without permission.

Borrowed materials must be returned in good condition. Lost or damaged materials may incur reasonable replacement costs.

Students and parents are responsible for ensuring that music presented for examinations, competitions and auditions meets the requirements of the relevant organisation.

17. Recordings

Photography, video or audio recording during lessons or on the premises requires prior permission from Kamilla and, where relevant, the student and parent or guardian.

Recordings made for learning purposes must not be shared publicly, posted online or used for promotional purposes without separate consent.

18. Behaviour

Respectful behaviour is expected from all students, parents, guardians and visitors.

Aggressive, abusive, threatening, discriminatory, unsafe or disruptive behaviour will not be tolerated.

Vivo Singing Studio reserves the right to end a lesson immediately where behaviour becomes inappropriate or unsafe.

Serious or repeated behaviour concerns may result in lessons being suspended or discontinued.

19. Liability

Vivo Singing Studio and Kamilla Dunstan take reasonable steps to provide a safe and professional teaching environment.

Students, parents, guardians and visitors are expected to take reasonable care for their own safety and follow appropriate instructions while on the premises.

Vivo Singing Studio is not responsible for loss, damage or injury arising from circumstances for which it is not legally responsible.

Nothing in these terms excludes or restricts liability for death or personal injury caused by negligence, fraud, failure to exercise reasonable care and skill, or any other liability that cannot lawfully be excluded.

These terms do not affect statutory consumer rights.

20. Changes to Lessons, Fees and Studio Policies

Vivo Singing Studio may amend lesson fees, teaching availability, booking procedures and studio policies where necessary.

Reasonable notice will be given of significant changes wherever practical.

Updated terms will apply to future bookings from their stated effective date. Changes will not retrospectively remove rights relating to existing bookings.

Students and parents are responsible for reviewing updated studio information when circulated.

21. Ending Lessons and Discontinuing Teaching Arrangements

Students, parents and guardians may discontinue lessons at any time, subject to any outstanding fees and applicable cancellation charges.

Vivo Singing Studio reserves the right to discontinue a teaching arrangement or decline further bookings on reasonable grounds, including:

- Repeated cancellations, rearrangements or non-attendance.
- A sustained pattern of cancelling more appointments than are attended.
- Persistent late or outstanding payments.
- Continued difficulties with lesson preparation or engagement.
- Safeguarding, safety or behavioural concerns.
- Repeated failure to follow studio policies.
- A breakdown in the teaching relationship.
- Circumstances where the studio can no longer reasonably accommodate the student's requirements.

Where appropriate, attendance or other concerns will be communicated before a decision is made, and reasonable notice will be given.

Serious safety, safeguarding or behavioural concerns may require immediate suspension of lessons.

Vivo Singing Studio may decide not to accept further bookings where a teaching arrangement has been discontinued. The availability of ad-hoc appointments does not automatically entitle a former student to resume lessons.

Any advance payments for future appointments cancelled by Vivo Singing Studio will be refunded or credited as appropriate, without affecting statutory rights.

22. Communication, Complaints and Concerns

Email is the studio's primary method of communication.

Students and parents are responsible for checking their emails, booking confirmations and online accounts regularly.

Individual WhatsApp or text reminders are not routinely provided.

Please allow approximately 3-4 working days for replies to non-urgent enquiries, excluding advertised studio closures.

Students and parents should use their online account to check upcoming appointments before contacting the studio about booking dates.

Concerns should be raised privately and respectfully with Kamilla.

Where possible, concerns should not be raised during another student's lesson or active teaching time unless they relate to immediate safety.

23. Animals on the Premises

Dogs may occasionally be present on the private grounds where Vivo Singing Studio is based.

Students, parents, guardians and visitors should inform Kamilla in advance of any relevant allergies, phobias, access requirements or assistance dog needs.

Visitors must not approach, feed, touch or interact with animals unless invited to do so.

Parents and guardians are responsible for supervising children around animals at all times.

Reasonable steps will be taken to manage contact between visitors and animals.

24. Agreement

By booking or continuing lessons with Vivo Singing Studio after being provided with these terms, students, parents and guardians agree to the applicable studio policies, subject to their statutory rights.

These terms should be read alongside any specific booking arrangements communicated directly by Kamilla Dunstan.

Vivo Singing Studio

Kamilla Dunstan

www.vivomusicstudio.co.uk

Effective from 1st January, 2027