

# VIVO SINGING STUDIO

## **Vivo Singing Studio Lesson Terms, Cancellation, Premises Safety & Liability Policy**

### **Formerly Vivo Music Studio**

This document sets out the terms 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. The studio was formerly known as Vivo Music Studio. Some references to Vivo Music Studio may still appear on older materials, website pages, booking systems, emails or social media content during the transition period.

By booking, attending or continuing lessons, students, parents and guardians confirm that they have read, understood and agree to the terms below.

### **1. Studio Structure**

Vivo Singing Studio is run by Kamilla Dunstan.

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

These terms apply to sessions delivered by Kamilla Dunstan through Vivo Singing Studio.

## 2. Bookings

A lesson booking is confirmed once a lesson time has been agreed verbally, by message, by email, through a booking system, or by any other written communication.

Students, parents and guardians are responsible for checking lesson dates, times and any payment arrangements carefully.

## 3. Payment

Payment terms will be confirmed by Kamilla Dunstan.

Payment may be required in advance, on the day of the lesson, weekly, monthly, or by another agreed arrangement.

Where payment is due in advance, the booking may not be fully secured until payment has been received.

Vivo Singing Studio reserves the right to pause or refuse future bookings where payments remain outstanding.

## 4. Cancellation and Rescheduling Policy

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

Where at least 24 hours' notice is given, Kamilla Dunstan will make reasonable efforts to offer a rescheduled lesson, subject to availability.

Where less than 24 hours' notice is given, the lesson remains chargeable and is non-refundable.

Failure to attend a lesson without notice will be treated as a no-show. No-shows remain chargeable and are non-refundable.

This policy applies regardless of the reason for cancellation, including illness, travel issues, forgetting the lesson, diary conflicts or changes of plan, unless Kamilla Dunstan chooses to make an exception at her discretion.

Any exception to the cancellation policy is discretionary and does not create an ongoing right to future exceptions.

## **5. Cancellations by Kamilla Dunstan**

If Kamilla Dunstan needs to cancel a lesson, students will be offered a rescheduled lesson or, where payment has already been made and no suitable alternative can be arranged, a refund or credit.

Kamilla Dunstan will aim to give as much notice as reasonably possible if she needs to cancel or rearrange a lesson.

## **6. Lateness**

Students should arrive on time.

Late arrivals will still finish at the scheduled end time.

Lessons cannot usually be extended to make up for time lost due to late arrival.

If a student arrives significantly late, the lesson may still be charged in full.

## **7. Illness**

Students should not attend lessons if they are unwell, contagious, or unable to participate safely.

This includes, but is not limited to, sickness, fever, contagious illness, heavy coughing, or any condition that may put Kamilla Dunstan, other students, families or visitors at risk.

The usual cancellation policy still applies unless Kamilla Dunstan agrees otherwise.

## **8. Vocal Health**

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

Students should not push through pain, vocal strain or discomfort.

Kamilla Dunstan may adapt, pause or stop a lesson if she believes continuing may be unsuitable or unsafe.

## **9. 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 with students under 18, a parent or guardian must remain on site unless otherwise agreed in writing in advance. This may include waiting inside the studio, in a designated waiting area, or in a vehicle outside.

If a parent or guardian leaves the premises without prior agreement, the lesson may be paused or ended and may remain chargeable.

## **10. Premises Safety**

Vivo Singing Studio is located on private grounds.

The premises may include areas such as a driveway, parking areas, paths, steps, uneven ground, potholes, changes in level, wet surfaces, reduced visibility, outdoor lighting limitations and other natural or property-related hazards.

These conditions may be more significant during evenings, winter months, poor weather, icy conditions, rain, low light or when visibility is reduced.

Students, parents, guardians and visitors enter and remain on the premises at their own risk and are responsible for taking reasonable care for their own safety.

Suitable footwear should be worn, especially when walking across outdoor or uneven surfaces.

Visitors should take care when arriving, parking, walking to and from the studio, waiting and leaving the premises.

A phone torch or other light source is recommended when attending in darker conditions.

## **11. Parking and Vehicles**

Parking is used entirely at the driver's own risk.

Vivo Singing Studio and Kamilla Dunstan accept no responsibility for loss, theft, damage or incidents involving vehicles or their contents while parked on or near the premises, except where liability cannot legally be excluded.

Drivers are responsible for parking safely and considerately.

Drivers are responsible for any damage they cause to property, vehicles, driveway surfaces, gates, walls, fences, plants, fixtures, fittings or other items on or near the premises.

## **12. Damage to Property**

Students, parents, guardians and visitors must treat the studio, premises, driveway, parking areas, instruments, equipment, furniture, fixtures and fittings with care and respect.

Any damage caused by negligence, misuse, careless behaviour, unsafe driving, inappropriate conduct or failure to follow reasonable instructions may be charged at repair or replacement cost.

This includes damage caused inside the studio, outside the studio, on the driveway, in parking areas, or anywhere else on the property.

Vivo Singing Studio and Kamilla Dunstan are not responsible for damage caused by students, parents, guardians, visitors, vehicles or third parties.

## **13. Personal Belongings**

Personal belongings are brought onto the premises at the owner's risk.

Vivo Singing Studio and Kamilla Dunstan accept no responsibility for loss, theft or damage to personal belongings, except where liability cannot legally be excluded.

Students, parents and guardians are responsible for keeping valuables, instruments, bags, phones and other belongings safe.

## **14. Studio Use and Equipment**

Studio equipment, instruments, books, music scores, furniture and facilities must be used respectfully.

Students must not use equipment without permission.

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

Any damage, breakage or issue must be reported immediately.

## **15. Music Scores and Copyright**

Where music scores, books or teaching materials are provided during lessons, they are for lesson use only unless otherwise agreed.

Original books, scores or resources must not be removed from the studio without permission.

Any borrowed materials must be returned in good condition.

Lost, damaged or written-on materials may be charged at replacement cost.

Students, parents and guardians are responsible for ensuring that music used for exams, auditions, concerts or competitions meets the requirements of the relevant organisation.

## **16. Recordings**

No photography, video or audio recording is permitted during lessons or on the premises without prior consent from Kamilla Dunstan and, where relevant, the student and parent or guardian.

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

## **17. Behaviour**

Respectful behaviour is expected at all times.

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

Vivo Singing Studio reserves the right to end a lesson immediately if behaviour becomes inappropriate or unsafe. The lesson may remain chargeable.

Repeated or serious behaviour concerns may result in lessons being suspended or ended permanently.

## **18. Liability**

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

However, attendance at the studio, use of the premises, parking areas, driveway, paths and surrounding areas is at the participant's own risk to the fullest extent permitted by law.

Vivo Singing Studio and Kamilla Dunstan are not liable for accidents, injury, loss, theft, damage or delay except where such liability cannot legally be excluded and is directly caused by proven negligence.

Nothing in this policy is intended to exclude or limit liability where it would be unlawful to do so.

## **19. Changes to Lessons, Fees or Policies**

Vivo Singing Studio may update lesson fees, availability, booking procedures, cancellation terms or studio policies from time to time.

Reasonable notice will be given where practical.

Continued attendance after updated terms have been shared will be treated as acceptance of the updated terms.

## **20. Ending Lessons**

Students, parents or guardians may stop lessons at any time.

Any outstanding fees or charges remain payable.

Vivo Singing Studio may stop providing lessons where there are repeated cancellations, unpaid fees, safeguarding concerns, behaviour concerns, breakdown of trust, unsafe conduct, or failure to follow studio policies.

## **21. Complaints and Concerns**

Any concerns should be raised with Kamilla Dunstan calmly and privately.

Concerns should not be raised during active teaching time unless they relate to immediate safety.

Kamilla will aim to respond reasonably and professionally.

## **22. Animals on the Premises**

Dogs may be present on the private grounds/property where Vivo Singing Studio is based. Students, parents, guardians and visitors should inform Kamilla Dunstan before booking if they have allergies, phobias, medical needs, access requirements, or assistance dog requirements, so these can be discussed in advance.

Students, parents, guardians and visitors must not approach, feed, touch or interact with any animals on the premises unless invited to do so by Kamilla Dunstan. Parents and guardians are responsible for supervising children around animals at all times.

Reasonable steps will be taken to manage contact with animals, but visitors enter and remain on the premises at their own risk, except where liability cannot legally be excluded.

### **23. Agreement**

By booking, attending or continuing lessons with Vivo Singing Studio, students, parents and guardians confirm that they have read, understood and agree to follow this Lesson Terms, Cancellation, Premises Safety & Liability Policy.